

Date	Company Name
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**Canal & River Trust
Commercial Mooring Opportunity at
Little Venice
Invitation to Tender (ITT)
17th February 2017**



All correspondence relating to this tender should be addressed to:

Sam Anderson-Brown
Business Boating Manager
Canal & River Trust
First Floor (North)
Station House
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**Canal &
River Trust**

Keeping people, nature & history connected

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SECTION 1 INTRODUCTION

This Invitation to Tender (“**ITT**”) dated 17th February 2017 is issued to organisations that wish to express an interest in occupying and operating a boating business from a commercial mooring at Little Venice, London.

Following an assessment of responses to this ITT by a panel of Canal & River Trust (C&RT) representatives, top scoring organisations may be invited to participate in the second stage of this process – presentations. The panel will re-score the responses of the organisations once presentations are complete.

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SECTION 2 INSTRUCTIONS TO ORGANISATIONS

2.1 General

If there is a need for any changes to this ITT, Organisations will be informed of the changes and given adequate time to respond.

This ITT (and the information contained in it) does not form the basis of any contract nor does it constitute an invitation or offer to participate in the Contract.

C&RT reserves the right to terminate the tender (or part of it), to change the tender basis or procedures, to procure the project by other means, or to do any combination of these. C&RT also reserves the right to procure any of the services referred to in this ITT separately.

2.2 Conflicts of Interest

Organisations are required to notify C&RT immediately of any actual or potential conflicts of interest in relation to this tender process that it becomes aware of. C&RT requires all actual or potential conflicts of interest to be resolved to C&RT's satisfaction prior to the delivery of the Organisation's response to this ITT. Failure to declare any such conflicts and/or failure to address such conflicts to the reasonable satisfaction of C&RT could result in an organisation being disqualified.

2.3 Canvassing

C&RT reserves the right to disqualify (without prejudice to any other civil remedies available to C&RT and without prejudice to any criminal liability which such conduct by an Organisation may attract) any Organisation who, in connection with this ITT:

- Offers any inducement, fee or reward to any member or officer of C&RT or any person acting as an adviser for C&RT in connection with this ITT;
- Does anything which would constitute a breach of the Bribery Act 2010; or
- Contacts any officer of C&RT prior to financial close about any aspect of the ITT in a manner not permitted by this ITT, unless advised otherwise during the course of the tender.

2.4 Non-Collusion

C&RT reserves the right to disqualify (without prejudice to any other civil remedies available to C&RT and without prejudice to any criminal liability which such conduct by an Organisation may attract) any Organisation who, in connection with this ITT:

- Fixes or adjusts their tender by or in accordance with any agreement or arrangement with any other Organisation;
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- Enters into any agreement or arrangement with any other Organisation to the effect that they shall refrain from making a tender or as to the amount of any tender to be submitted;
- Causes or induces any person to enter such agreement as is mentioned in either bullet point above; or
- Communicates to any person other than C&RT the amount or approximate amount of their proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender).

2.5 Intellectual Property

The copyright in this ITT is vested in C&RT and may not be reproduced, copied or stored in any medium without the prior written consent of C&RT except in relation to the preparation of a tender. All documentation supplied by C&RT in relation to this ITT is and shall remain the property of C&RT and must be returned on demand, without any copies being retained.

2.6 Publicity

Organisations shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Contract other than with the prior written agreement of C&RT. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (without limitation) radio, television, newspapers, trade and specialist press, social media, internet and email accessible by the public at large and the representatives of such media.

2.7 C&RT's Right to Reject Tenders

At any time during the tender process, C&RT reserves the right to reject or disqualify an Organisation where:

- A tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet C&RT's submission requirements;
- The Organisation is guilty of material misrepresentation in relation to its application and/or the process;
- The Organisation contravenes any of the terms and conditions of this ITT; or
- There is a change in identity, control, financial standing or any other factor impacting on the selection and/or evaluation process affecting the Organisation.

The disqualification of an Organisation will not prejudice any other civil remedy available to C&RT and will not prejudice any criminal liability that such conduct by an Organisation may attract.

2.8 Confidentiality

The information in this ITT is confidential and is made available to each Organisation on this basis.

2.9 No Liability for Information Provided

None of C&RT, its advisers or any of their respective directors, officers, employees and agents owes any duty of care to any Organisation either in relation to this ITT or any other information that they are provided with at any time, other than as may arise out of a written agreement between the relevant parties at some future date. Organisations must undertake such investigations as they see fit before entering into any contract.

None of C&RT, its advisers or any of their respective directors, officers or employees or any other person makes any express or implied representation or warranty and no responsibility or liability (except in the case of fraud) is accepted by any of them with respect to the adequacy, accuracy, reasonableness or completeness of the contents of this ITT or the facts, opinions, estimates, forecasts, projections or other information included within this ITT or of any other information (written or oral) supplied at any time in connection with the tender procedure.

2.10 Costs

Organisations will be solely responsible for all costs incurred in developing, preparing and submitting any response to the ITT. C&RT will not in any circumstances accept responsibility for any costs incurred by Organisations.

C&RT will also not be liable for the costs incurred by the winning bidder in the process of negotiating a lease, which is detailed in section 4.3 and section 8 below.

2.11 Submission of the completed ITT

A complete ITT document should be emailed to Sam.Anderson-Brown@canalrivertrust.org.uk. All tender submissions should be submitted **before** the tender deadline of **12:00 on 7th April 2017**

- Any queries in relation to this tender process should be directed in writing (email) & not telephone to the C&RT Contact. This a matter of transparency and equal fairness to all Organisations
 - Please try to keep you tender proposal to the minimum amount of documents. One would be preferable. .
 - All questions should be asked as soon as possible but at the latest before **12:00 on 24th March 2017** otherwise a reply cannot be guaranteed.
 - All questions and subsequent answers will be published for all parties to view on the "Tendered Opportunities" section of the C&RT website.
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2.12 C&RT Contact

All correspondence relating to this tender should be addressed to:

Sam Anderson-Brown
Business Boating Manager
Canal & River Trust
First Floor (North)
Station House
500 Elder Gate
Milton Keynes
MK9 1BB
E-mail: Sam.Anderson-Brown@canalrivertrust.org.uk

SECTION 3

ABOUT CANAL & RIVER TRUST

The Canal & River Trust is the new charity set up to care for England and Wales' wonderful legacy of 200-year-old waterways, holding them in trust for the nation forever. The Canal & River Trust is among the UK's biggest charities, with responsibility for 2,000 miles of canals, rivers, docks and reservoirs, along with museums, archives and the country's third largest collection of protected historic buildings. The Canal & River Trust formally took over the responsibilities of British Waterways in England and Wales on 2 July 2012.

We help transform places and enrich lives by creating, caring for and giving everyone access to living waterways, today and tomorrow. We aim to:

- Breathe new life into our canals and rivers
- Ensure our canals and rivers are cherished by and make a difference to the communities they serve
- Help more people discover and enjoy the magic of the waterways
- Increase access to our canals and rivers for current and future generations

Our work

Our canals and rivers are today used by more people and for a wider variety of purposes than ever before, with over 35,000 boats and 10 million towpath visitors using them as an escape from the hurly burly of modern life. Once Britain's most important transport system, our waterways are now a focus for economic renewal in the towns and cities they helped to create.

The Canal & River Trust is the guardian of a 200-year old working heritage, a remarkable legacy of the Industrial Revolution, and a nationally important wildlife corridor. It is responsible for an enormous network of bridges, locks, embankments and reservoirs and for maintaining them for the benefit and safety of our millions of visitors and neighbours.

SECTION 4 SITE OVERVIEW AND THE OPPORTUNITY

4.0 INTRODUCTION

Situated in West London, where the Grand Union canal meets the Regents canal Little Venice is one of the most picturesque and busy locations on the London waterways. Just minutes from Paddington Station, it is a charming spot to stroll by the canal, or sit and watch the boats go by.

The name Little Venice was coined by the poet Robert Browning, and has now come to mean the whole area to the south of Maida Vale. The neighborhood's tree-lined streets and grand Georgian and Victorian terraces make it one of London's most desirable areas.

Little Venice is currently home to a number boat based business including trip boats and tours, a café, B&B and even a puppet barge. A mooring has recently become available within the Little Venice pool and CRT is seeking a boating business that will complement the existing businesses in the pool but also offer something different and unique to this stunning destination. The winning bidder will be invited to enter in to a lease for the mooring and will consequently secure the opportunity to trade from one of the most iconic waterway locations in the United Kingdom.

4.1.1 The Mooring site

The mooring is situated on the North side of the Little Venice pool, approximately 30 metres East of the Westbourne Terrace Road Bridge and adjacent to Blomfield Road, between the moorings utilised by Jason's Trip and Jessies B&B. See Appendix I for a location plan.

The mooring is 25 metres long. **However, this does not necessarily mean that a craft 25 metres long can be brought to site.** Vessels will need to travel along the canal system in order to navigate to Little Venice pool, therefore bidders must pay close attention to the maximum dimensions the network can accommodate. Maximum dimensions can be viewed here: <https://canalrivertrust.org.uk/search?q=waterway+dimensions>

Installed facilities include:

An electricity supply and water point.
There are mooring rings installed on the canal bank.

The following are not provided:

Waste/refuse - disposal arrangements will need to be made by the incoming operator.
Storage space - There is no storage provision at this mooring
Pump-out / Sewage connection – There is no sewage connection or pump-out facility available on site. If such a facility is required bidders should make this clear in their tender responses, all installations will need to be approved via the Trust's "[Works affecting](#)" application process.

Access

Vehicular access is via Blomfield road, no allocated parking is available with this mooring site.

Access by foot is via the footpath from Blomfield Road or from the South side of the pool via the footbridge running parallel to the Westbourne Terrace Road Bridge

The nearest tube stations are:

Paddington - with links to the Hammersmith & City Line, Circle Line, District Line and Bakerloo as well as national rail services
Warwick Avenue – Bakerloo line.

4.1.3 Site Consents

There is currently no formal planning use for the site and it is anticipated that planning permission will be required for any activities which don't involve movement and transportation of persons or goods on the waterways, such as provision of retail vessels or a floating café.

The Local Planning authority is Westminster and bidders are advised to engage with them in regard to their proposals.

****Please note that trading cannot commence until appropriate planning permissions are in place.***

4.2 Lease Arrangements

The winning party will be granted a lease from the Trust of the site giving access rights to the mooring and authorising the use of the adjacent mooring space. The terms of the lease will include responsibilities for:

- Insurance and indemnities
- The safe operation of the site
- Compliance with relevant legislation, bye-laws and to follow any lawful directions given by the Trust.
- Future dredging of the mooring space.
- Repairing any damage caused to the waterway wall.
- Any relevant licences for the proposed use. The Trust has a number of business boating licences and the winning bidder will need to obtain the relevant licence before commencing operations. Applicants are strongly advised to consult the business boating pages of the Trust's website before submitting their tender response.
- The rent will be in the form of an annual fee to be collected quarterly. The rent will be reviewed every 3 years to Open Market Value or in conjunction with the Retail Prices Index, whichever is higher.

The term of the lease will be for a fixed term and the agreed term shall not exceed a period of 15 years

C&RT's offer of a lease is conditional on C&RT and the winning bidder agreeing that the lease will be contracted out of the Landlord and Tenant Act 1954.

4.3 Conditional Acceptance of the Winning Bidder's Tender

The selection of a winning tender, by C&RT is a **conditional acceptance**. On selection of the winning tender C&RT and the tenderer will enter into negotiations for agreeing a lease. If the negotiations do not result in C&RT and the winning bidder concluding an **agreement for lease** within 3 months of the date of C&RT's conditional tender acceptance, C&RT will have the right to reject the tender and may enter into negotiations with any other tenderers that C&RT may have chosen to put on a reserved short list.

The proposed timetable between conditional acceptance of a winning tender and agreeing a lease is set out in section 6.3 below.

4.4 Confidentiality Agreement for Lease Negotiations

The winning tenderer and C&RT will enter into the confidentiality agreement which will apply to all confidential information exchanged between the parties during the lease negotiations.

SECTION 5 THE TENDER PROCESS

This section of the ITT explains the process that will be followed by C&RT during this phase of the procurement process.

ITT This ITT forms the first stage of the procurement process, with a presentation forming the second stage.

Following the deadline for return of your tender proposal, C&RT will review as follows:

Element 1 - Compliance Check

This will involve checking that Organisations have returned their ITT responses by the stated deadline, that their ITT responses have been completed in line with the instructions contained in the ITT and that their ITT responses contain all the required information. C&RT reserves the right to exclude from further participation in this competition any Organisation that fails to satisfy this compliance check.

Element 2 - Eligibility Check

This stage will involve a review of Organisations' responses to Sections 8 & 9 of this ITT, which should be incorporated within your tender proposal.

Element 3 - Assessment of ITT responses

If an Organisations' tender proposal passes Elements 1 and 2, it will be assessed under Element 3 (Evaluation Criteria). The evaluation criteria for element 3 is split on a 30/70 ratio based on the two criteria in section 7.1.

This stage is your free text tender proposal and in order to give some structure, it should satisfy the requirements of section. You should incorporate signed section 8 and completed section 9 within your tender proposal. This whole ITT document **does not** need to be copied into your tender proposal.

C&RT may seek clarification from Organisations at any stage in its review of your tender proposal.

SECTION 6 DATA FOR THE PREPARATION OF TENDERS

6.1 Evaluation

Organisations are encouraged to bear in mind that their tenders must contain all elements necessary to meet the requirements set out and will be evaluated against the criteria set out in section 7.1.

6.2 Post-Tender Clarifications

Top scoring Organisations will be invited to conduct a 15 minute presentation followed by a 45 minute question and answer session. This will be held on **26th April between 09:00 – 17:00 at C&RT's Docklands Office.**

Presentations will be assessed by a joint panel of C&RT representatives.

Milestone	Timing
ITT submission deadline	7th April 2017
Presentations – each shortlisted Organisation will be given a 60 minute slot for a 15 minute presentation to summarise their proposals as submitted in their tenders and 45 minutes for Q&As. This will be held at the Canal & River Trust's offices in London Docklands between 09:00 – 17:00.	26th April 2017
Winning tender selected	5th May 2017

SECTION 7 EVALUATION

7.1 Evaluation Criteria

The following evaluation criteria (with their respective weightings) will be used to evaluate tenders: The award of this contract will be based on two main criteria. **Most economically advantageous rent proposal (Criteria 1- 30% weighting) and Quality (Criteria 2 to 4- 70% weighting).**

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|--|------|-----|
| • Criteria 1 Rent proposal | 30%} | 30% |
| • Criteria 2 Ability to complement uses and surroundings | 25%} | 70% |
| • Criteria 3 Offer something unique and enhance visitor experience | 25%} | |
| • Criteria 4 Demonstrate a proven record in running similar operations | 20%} | |

Each “**criteria**” **element** should have its **own individual heading** within your tender proposal and have sufficient supporting information to undertake a comprehensive evaluation. A maximum of three top scoring Organisations will be taken forward to presentations.

7.1.1 Rent Proposal

Those submitting bids will be expected to confirm an annual rental figure that they are willing to pay in exchange for a lease of the mooring. The more competitive the rental offer the higher the response will score on this section of the tender.

7.1.2 Ability to complement uses and surroundings

As mentioned previously in this document there are a number of established businesses based within the pool already. It is important that any new business use complements the already existing businesses, tender responses should indicate how applicants believe their business will fit in with existing commercial operators.

The Little Venice pool is surrounded by residential properties, it is important that any new operator is sympathetic to this and proposals that are deemed to create potential conflict with local residents will not score highly.

In addition proposals should not impact negatively on non-business waterway users such as private boaters and unpowered craft users.

Finally, the Little Venice pool is a unique area and has a rich heritage, any new operation should complement the pool and help to contribute to the existing feel.

7.1.3 Offer something unique and enhance visitor experience

This tender presents a one off opportunity to bidders looking to establish a boating business in the West London area proposed operations should add value to the visitor experience at Little Venice. Tender responses should demonstrate how their proposed scheme will be unique to the area and how they will enhance the appeal of Little Venice to visitors, tourists and locals.

7.1.4 Demonstrate a proven record in running similar operations

Prospective operators will need to demonstrate a proven track record in their chosen field. It should be noted that applicants do not necessarily need to have experience of running a business on a boat. For example, if applicants are proposing to run a retail operation and have significant experience in running high street shops or market stall this will not necessarily be seen as a disadvantage.

SECTION 8 – POST TENDER SELECTION LEASE NEGOTIATION

The proposed time table for C&RT and the winning tenderer agreeing a lease is as follows:

Milestone	Timing
• Preliminary discussions to agree heads of terms for referral to each parties' legal advisers	Within 4 weeks of selection.
• Referral of heads of terms to each parties' legal advisers to conclude agreement for lease.	Within 8 weeks of selection.
• Completion of agreement for lease	Within 12 weeks of selection.

If C&RT and the winning tenderer have not completed the agreement for lease by the date specified above, C&RT will be entitled to reject the winning tender and may choose to enter negotiations with any third party. C&RT may at its absolute discretion decide to extend the time for completion of the agreement for lease and will notify the winning tenderer of any such decision, specifying the extended deadline.

SECTION 9 ORGANISATION DECLARATION

I, the undersigned, confirm that the information contained in this ITT response is correct at the time of completion. Any changes relevant to this requirement will be notified to the C&RT Contact without undue delay.

Signed		Date	
Print name		Position	
On behalf of		Company Name	

SECTION 9 QUESTIONNAIRE

9.1 Organisation Details	
Please provide the following details:	
Full company name	
Previous company name (and date of name change)	
Please list the locations of your contact centres (town and country)	

Registered address	
Street/building/PO box	
Town/city	
Postal code	
County/region	
Country	
Telephone	
Facsimile	
web address	
Name of contact for this response	
Mobile Telephone	

Contact address (if different from above)	
Street/building/PO box	
Town/city	
Postal code	
County/region	
Country	
Position	
Direct Telephone	
Direct Facsimile	
E-Mail address	
Organisation type (e.g. PLC, LP, Partnership, etc.)	
Country of registration	
Registration number	
Registration year	

9.2 Organisation Structure

If the Organisation is part of a group, please explain the group structure, including:

- organisation chart;
- The ultimate holding company and its controlling shareholders.

9.3 Financial information

Please provide the following information:

Financial year ending	(day/month)
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Accounts (as registered) for last 3 years	Latest accounting Year	Previous accounting year	Previous accounting year
Accounting year			
Annual turnover			
Pre-tax profit			
Total assets			
Current assets			
Total short term liabilities			
Borrowings (excluding overdrafts)			
Total net assets			
Issued share capital (if applicable)			

Further Details	
Please provide details of any events since the date that the latest set of accounts was signed that have materially changed the Organisation's financial position.	
Please provide copies of any company announcements made to the authorities of any stock exchange or market on which the stocks or shares of the company are publicly traded, since the date of publication of the latest set of accounts.	
Please provide details of Parent Guarantees or equivalent to be offered by the Organisation	
Name, Contact and Address of Bankers	
Name, Contact and Address of Auditors	

9.4 Insurance			
Standards / insurance	Public liability	Employer's liability	Professional indemnity
Year			
Value per incident			
Total cumulative value			

Please provide details of any claims within the last three years under professional indemnity insurance	
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9.5 Litigation

Please provide details of any pending, threatened or determined litigation or other legal proceedings within the last three years that may affect the Organisation's ability to deliver this contract.

Please provide details of any site management contracts that have been terminated or not renewed within the last three years due to breach of contract or non-performance by the Organisation.

9.6 Credentials – Existing Contracts

Each Organisation should provide details of contracts that share similar characteristics to the subject contract. Please provide contact information to enable C&RT to take up references if required.

Name of Client Organisation	
Address (inclusive of post code)	
Client Contact Name & position held	
Direct Dial Telephone	
E-mail	
Description of Contract (include contract period and value, scope of services)	

Name of Client Organisation	
Address (inclusive of post code)	
Client Contact Name & position held	
Direct Dial Telephone	
E-mail	
Description of Contract (include contract period and value, scope of services)	

Name of Client Organisation	
Address (inclusive of post code)	
Client Contact Name & position held	
Direct Dial Telephone	
E-mail	
Description of Contract (include contract period & value, scope of services)	

9.7 Good Standing

The Organisation must disclose full details (including any sentence/penalties incurred) in the space provided below if the Organisation has:

- Been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings;
- Been convicted of a criminal offence relating to business or professional conduct including but not limited to any offences of dishonesty, bribery and/or corruption;
- Been committed an act of grave misconduct in the course of its business or profession;
- Failed to fulfil its obligations relating to the payment of social security contributions;
- Failed to fulfil obligations relating to the payment of taxes; or
- Been guilty of serious misrepresentation in providing information required as set out in the preceding requirements and/or information required to be provided in response to the ITT.

Directors of the company should disclose any criminal convictions other than motoring or convictions that are “spent”. This should include Director’s name, penalty incurred and details of the conviction(s).

The Organisation should also confirm below that, where applicable:

- Where licensing and/or membership of a specified organisation is required in order to provide the Services, the it holds all relevant licences and/or is a member of the relevant organisation; and
- It is registered on any relevant trade or professional register.

If the Organisation cannot confirm the above then it should give a full explanation as to why not.

APPENDIX 1 – Mooring Location



