

HENLEY-ON-THAMES TOWN COUNCIL



INVITATION TO TENDER

**PERMANENT MOORINGS
MANAGEMENT AGREEMENT
(CONCESSION CONTRACT)**

JULY 2024

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INVITATION TO TENDER

PERMANENT MOORINGS MANAGEMENT AGREEMENT
(CONCESSION CONTRACT)

Section 1 – Summary

1.1 Introduction

- 1.1.1 You are invited to submit a bid for the management of the Henley-on-Thames Town Council-owned permanent moorings in Henley-on-Thames.

1.2 Background information

- 1.2.1 The Town Council owns several sites along the banks of the river Thames in Henley that are available for mooring. Some of these sites are available for permanent moorings. These are:
- Four jetties (8 no.) private moorings known as White Hart moorings, Thameside
 - One jetty (2 no.) public moorings known as White Hart moorings, Thameside
 - Five jetties (10 no.) private moorings known as River Terrace, Thameside
 - c.147 metres of private moorings along the towpath at Mill Meadows
- 1.2.2 Since 2019, these permanent moorings have been managed by an external contractor. The contractor is entitled to all income derived from the moorings and pays a set management fee to the Town Council.
- 1.2.3 This agreement is due to expire on 31st March 2025, and the Council is offering a new management agreement on similar terms.

1.3 Scope of agreement

- 1.3.1 The management agreement that the successful contractor shall commit to is given in Appendix 1.

1.4 Anticipated value

- 1.4.1 The anticipated contract value for the total five-year period is no less than £300,000 (exclusive of VAT).

Section 2 – Tender process

2.1 General requirements

- 2.1.1 Tenders must be submitted in accordance with the following instructions and conditions. Any bidders that do not comply with these instructions or conditions may have their quote rejected.

2.2 Timetable

- 2.2.1 The procurement process is intended to follow the timetable below:

1	Invitation to tender issued	Monday 29 th July 2024
2	Clarifications submitted by	Friday 30 th August 2024
3	Final clarifications circulated	Friday 6 th September 2024
4	Deadline for responses	1pm on Friday 13th September 2024
5	Evaluation of tenders	16 th to 25 th September 2024
6	Final award	Tuesday 1 st October 2024
8	Contract start	Tuesday 1 st April 2025

- 2.2.2 Please note that the Council reserves the right to amend steps 5 onwards of the timetable, and they are provided for indicative purposes only. The Council also reserves the right to not award the contract or amend the specifications and conditions.
- 2.2.3 Following submission of written quotations, bidders who are within 15% of the initial top score may be asked to attend one or more interviews or make a presentation to the evaluation panel. This will help to clarify any points arising from the responses. Actual dates for presentation will be agreed with bidders and may be held in person or online.
- 2.2.4 Throughout the evaluation process, the Council reserves the right to seek clarifications from bidders, where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any quotation submitted then that quotation may, regardless of its other merits, be excluded from further consideration.

2.3 Submission of bid

2.3.1 The deadline for receipt of tenders is detailed above.

2.3.2 Submissions of the tender response form, price schedule and supporting documents must be made by email by the closing date (see above) to clerk@henleytowncouncil.gov.uk.

2.3.3 Any queries relating to your tender should be sent to clerk@henleytowncouncil.gov.uk by the date specified above.

2.3.4 All questions and responses which are considered by the Council to be of a substantive nature will be distributed to all potential bidders prior to the quotation return date.

2.3.5 The Council does not bind itself to accept the highest or any other tender.

2.3.6 Ensure that any other information that has been requested to support your tender has been included. Failure to return all documents requested may be deemed as a non-compliant tender.

2.3.7 Your tender must remain open for acceptance for a minimum of 60 days.

2.3.8 The successful bidder must not undertake any work without written notification that they have been awarded the contract.

2.4 Tender Evaluation Criteria

2.4.1 Suitability Assessment Questions

2.4.1.1 A number of suitability assessment questions within the *tender response form* will need to be answered satisfactorily in order for your quotation to be considered:

Section 2 – Grounds for mandatory and discretionary exclusion

Section 3, Part 1 – Technical and professional ability

Section 3, Part 2 – Quality assurance / data security

Section 3, Part 3 – Insurance

Section 3, Part 4 – Compliance with equality legislation

Section 3, Part 5 – Environmental Management

Section 3, Part 6 – Health and Safety

2.4.1.2 Tenders meeting the above criteria will be further assessed using the evaluation criteria as detailed in 2.4.2 below (quotations which do not meet the above criteria will fail and not be assessed further).

Award Criteria

2.4.1.3 Award is the process that considers the extent to which the applicant's bid delivers the most economically advantageous solution to the Town Council requirements and as such applicants' responses to the questions asked should give a clear indication of what the organisation is offering for the quoted price.

2.4.1.4 The Town Council has not provided a word limit for responses to the award questions. However, responses should be relevant to the question and be proportionate in length. Supporting information may be submitted provided that it is clearly referenced in the question to which it relates and appended to the main bid.

2.4.1.5 The following Award Criteria and weightings will be applied in the evaluation of the Applicants response:

Evaluation Criteria Breakdown	
Criteria: Quality	30%
Criteria: Price	60%
Criteria: Social Value	10%
TOTAL	100%

Scoring Guidelines

2.4.1.6 The questions asked of applicants as part of their response to the tender shall be scored using the marking system described within this section. Applicants should refer to the Council's requirements to ensure that they meet. All scored question shall be evaluated in accordance with the guidelines below:

Scoring Matrix for Quality Criteria		
Score	Judgement	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience / expertise, skills, resource and/or quality measures required to provide the services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience / expertise, skills, resource and/or quality measures required to provide the services. Majority evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with some evidence to support the response.

2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.

Commercial / Price Evaluation

2.4.1.7 Towards the end of the tender response form, tenderers are asked to submit a price for the proposed management fee for the **first year** of the management agreement.

2.4.1.8 Price shall be evaluated using the following scoring methodology, the tenderer's prices will be scored on a comparative basis, i.e. this will be done by recording the highest price submitted by any of the Tenderers, then for each Tenderer, dividing the Tenderer's price by the highest price and then multiplying it by the allocated weighting. The equation set out below explains this in a simpler way:

$$(\text{Tenderer's price} \div \text{highest price}) \times \text{Weighting} = \text{Score}$$

2.4.1.9 To accompany the above there is a worked example below to help explain this. The example assumes only 3 prices were submitted:

			Tenderer 1		Tenderer 2		Tenderer 3	
Evaluation Elements	Highest Submitted price (£)	Weighting (%)	Tendered Price	Score	Tendered Price	Score	Tendered Price	Score
Total Sum	£75,000	60	£60,000	48	£75,000	60	£50,000	40
Total Score				48%		60%		40%

Example summary of totals scores: Evaluation elements	Tenderer 1	Tenderer 2	Tenderer 3
Price (60%)	48	60	40
Quality (30%)	30	13	25
Social Value (10%)	7	9	10
Total Score	85%	82%	75%

2.4.2 Winning Quote

2.4.2.1 The winning quotation is the one which scores the most points overall.

2.4.3 Freedom of information

2.4.3.1 Information in relation to this quotation may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000. Any information submitted as part of the tender may be made available to the public through public consultation, or through the reports and proceedings of the Council's Full Council and committee meetings.

2.4.3.2 Bidders should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Bidders must provide justifications why they consider the information to be confidential or commercially sensitive and for how long.

2.4.3.3 Bidders acknowledge that neither an assertion nor the provision of justifications pursuant to the above clause constitutes a guarantee that the information will not be disclosed by the Council, pursuant to a valid request made under the Act.

Section 3 – Specification

3.1 The specification of the contract is detailed in the management agreement in Appendix 1.

3.2 When assessing the quality of the tenderer's submission and the tenderer's ability to meet their obligations under the management agreement, the Council will look particularly at the following:

- Demonstrable knowledge and experience of managing moorings and / or other commercial property in a proper, skilful, professional and safe manner;
- The professionalism of the contractor and their ability to promote and enhance the reputation of the Council;
- Knowledge of good health and safety practices;
- The processes in place to ensure the proper administration of enquiries, invoicing and the issuing of licences;
- Measures in place to ensure boats are removed by 1st November each year;
- Regular monitoring of the moorings;
- Demonstrable knowledge of the laws and regulations governing the use of the river Thames by landowners and boat users.

Appendix 1 – Management Agreement

This AGREEMENT is made the
BETWEEN:

- (1) HENLEY ON THAMES TOWN COUNCIL of Council Offices Town Hall
Market Place Henley on Thames Oxfordshire RG9 2AQ ("the Council") and
- (2) TBC ("the Contractor")

IT IS AGREED as follows:

- 1. In this Agreement the following expressions shall have the following meanings

1.1	"Authorised Officer"	The Town Clerk or his nominated representative
1.2	"Contract Period"	Five years from 1 April 2025
1.3	"Jetty"	Part of the Council's property that projects into the River Thames
1.4	"Management Fee"	The yearly payment of £
1.5	"Property"	The public moorings at White Hart and the permanent moorings at White Hart, River Terrace and Mill Meadows shown in Schedule 1
1.6	"Quarter days"	25 March, 24 June, 29 September and 25 December
1.7	"VAT"	Value Added Tax and any similar tax substituted for it or levied in addition to it

2. INTERPRETATION

2.1 This Agreement is governed by English Law

2.2 Reference to any act of Parliament or to any Order, Regulation, Statutory Regulation, or the like shall be deemed to include a reference to any amendment and/or re-enactment of the same

2.3 No deletion, addition, modification or variation of this Agreement shall be valid unless agreed in writing and signed by the Council and the Contractor

2.4 This Agreement constitutes the entire understanding and agreement relating to the subject matter of the agreement and save as expressly referred to or incorporated by reference supersedes all prior negotiations, submissions or understandings with respect to this subject matter

2.5 In the event of any inconsistency between these Agreement conditions and any other document forming part of the agreement documentation, these conditions shall prevail

3. THE COUNCIL'S OBLIGATIONS

3.1 The Council shall be responsible for the payment of Business Rates, Commercial Charges and all other taxes duties and levies on the Property

3.2 The Council shall be responsible for all structural maintenance of the jetties at White Hart and River Terrace and the Riverbank at Mill Meadows

3.3 The Council shall provide signage promoting the Public Moorings at White Hart the form of which is at its absolute discretion

4. THE CONTRACT PERIOD

This Agreement shall be effective for a period of five years commencing on the 1 April 2025 and shall terminate on the 31 March 2030

5. SUCCESSORS IN TITLE

It is expressly agreed that this Agreement shall be binding on any successors in title of the Contractor and the Council

6. MANAGEMENT FEE AND INCOME

6.1 The management fee payable by the Contractor to the Council in the first year shall be £

6.2 The Contractor shall pay the Council the management fee quarterly in arrears on the usual quarter dates

6.3 The management fee shall be increased for each subsequent year in line with any rise in the Consumer Prices Index including Owner Occupiers' Housing costs (CPIH) during the year

6.4 The Contractor shall be entitled to all income derived from the Property during the Contract Period (the Contractor acknowledging that it has no entitlement to charge for the use of the public moorings at White Hart).

7. THE CONTRACTOR'S COVENANTS

The Contractor covenants with the Council to do as follows:

7.1 During the contract period, to manage the property in a proper, skillful, professional and safe manner and to the reasonable satisfaction of the Authorised Officer in such a manner as shall promote and enhance the image and reputation of the Council and in such a manner that is not or not likely to be injurious to health or safety or detrimental to the fabric of the Council's property.

7.2 To be responsible for the management and routine maintenance of the jetties at White Hart and River Terrace ensuring they are clean, safe and have the correct mooring accessories such as rings and tendering.

7.3 To be responsible for advertising the private moorings; providing appropriately worded signage advertising the private moorings subject to the Council's prior approval; dealing with all enquiries relating to the private

moorings; and invoicing and issuing annual mooring licences to boat owners.

7.4 To ensure all boats moored at White Hart and River Terrace are removed from their moorings by 1 November each year and to assume responsibility for the repair of any damage to the moorings caused by boats remaining moored after 1 November.

7.5 To manage the public moorings at White Hart Moorings to ensure the Council's conditions of use are not breached and to liaise with the Council in connection with this and to co-operate with the Council in taking enforcement action in respect of any breaches if the Council considers it appropriate.

7.6 Not to make any charge in respect of the public moorings at the White Hart.

7.7 To ensure existing boat users retain their moorings unless they are in default of reasonable rules made by the Contractor and that current residents of the Parish of Henley are prioritized when any spare mooring spaces are allocated.

7.8 To ensure that the mooring fees paid by individual boat owners never rise annually by more than the rise in CPIH (including between the year ending on 31 March 2025 and the year starting on 1 April 2025)

7.9 To ensure the moorings are used solely for the purpose of permanent mooring and that other uses, including for the sale or hire of boats, are not permitted

7.10 To provide full accounts relating to mooring fees to the Council on request

7.11 To maintain in force policies of insurance with reputable insurers or underwriters. Such policies shall include Employer's Liability cover and Public Liability cover. Prior to the execution of this Agreement, the Contractor shall provide to Henley Town Council upon request full copies of the policies of insurance and evidence of their currency

7.12 Not to cause any obstruction on the Property or do or suffer to be done anything which may be or become a nuisance or annoyance to the

Council or any persons or tenants having access to the Property or to the public attending the Property

7.13 At all times to comply with such rules and regulations relating to the Property as may be made by the Council from time to time

7.14 To indemnify the Council against all liability actions claims demands proceedings costs damages expenses which may be brought or made against the Council by reason of any default or neglect on the part of the Contractor in the exercise of the rights hereby granted or arising out of or incurred in consequence of the exercise of the Agreement or any person under its authority of the Agreement hereby granted or in consequence of any breach or non-observance of any of the covenants on the Contractor's part herein contained

7.15 Not at any time to lock the gate at the River Terrace moorings and to take reasonable steps to ensure that third parties do not lock it either

8. ASSIGNMENT

8.1 The Contractor shall not:

- (i) assign this Agreement or any part thereof or the benefit or advantage of this Agreement or any part thereof; or
- (ii) sub-contract the performance of the Services or any part thereof to any person.

9. TERMINATION

The Council or the Contractor may terminate this agreement at the end of the third year by serving on the other party not less than 6 months' prior written notice

10. NOTICE

10.1 Any notice required to be given to the Council under this Agreement must be in writing and shall not be valid or effective unless it is sent by first class post to the Town Clerk of the Council or delivered by hand to the Council's

offices or to such other person or to such other address as may be notified in writing to the Contractor in accordance with this Agreement and if sent by first class post subject to proof to the contrary shall be deemed to have been received by the addressee on the second business day (which shall mean Monday to Friday inclusive (excluding any bank holidays and statutory holidays) after the date of posting or on successful delivery if posted by hand

10.2 Any notice required to be given to the Contractor under this Agreement must be in writing and shall not be valid and effective unless it is sent by first class post or delivered by hand to the Contractor's address and if sent by first class post subject to proof to the contrary shall be deemed to have been received by the addressee on the second business day (which shall mean Monday to Friday inclusive (excluding any bank holidays and statutory holidays) after the date of posting or on successful delivery if posted by hand

11. DISPUTE RESOLUTION

11.1 In the event of any dispute or disagreement arising out of this Agreement either the Council or the Contractor shall be entitled to refer the matter for determination by an independent person to be agreed between the Council and the Contractor or (in default of agreement within one month) by a person to be appointed by the President of the Institute of Arbitrators or in case of his incapacity by the Vice- President thereof

12. BREACH

In the event that either party shall default in its obligations under this Agreement then the following provision shall apply:-

12.1. In the event that the Council shall default in its obligations the Contractor shall be entitled to serve notice in writing upon the Council specifying the breach and if capable of remedy giving the Council a reasonable period to remedy the breach and if the Council shall fail without reasonable cause to comply with the notice then the Contractor shall be entitled to take such steps as the Contractor shall deem necessary to rectify the default aforesaid and subsequently to reclaim the proper

costs of their steps from the Council which shall be payable by the Council to the Contractor upon demand

12.2 In the event that the Contractor shall default in any of its management obligations contained in this Agreement then the Council shall be entitled to serve notice in writing upon the Contractor specifying the breach and giving the Contractor a reasonable period but in any event not less than 14 days to remedy the breach and if the Contractor shall fail without reasonable cause to comply with such notice then the Council shall be entitled to take such steps that the Council shall deem necessary to rectify the default and subsequently to require payment from the Contractor to the Council on demand

13. RIGHTS OF THIRD PARTIES

Nothing in the Agreement (Rights of Third Parties) Act 1999 will operate to give any third party the right to enforce any terms of this Agreement

14. NO IMPLIED RIGHTS

It is mutually agreed:

14.1 Nothing herein contained is deemed to create the relationship of landlord and tenant

14.2 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

14.3 Nothing in this Agreement implies or warrants that the Property may lawfully be used or is physically suitable for the exercise of the rights granted under this Agreement

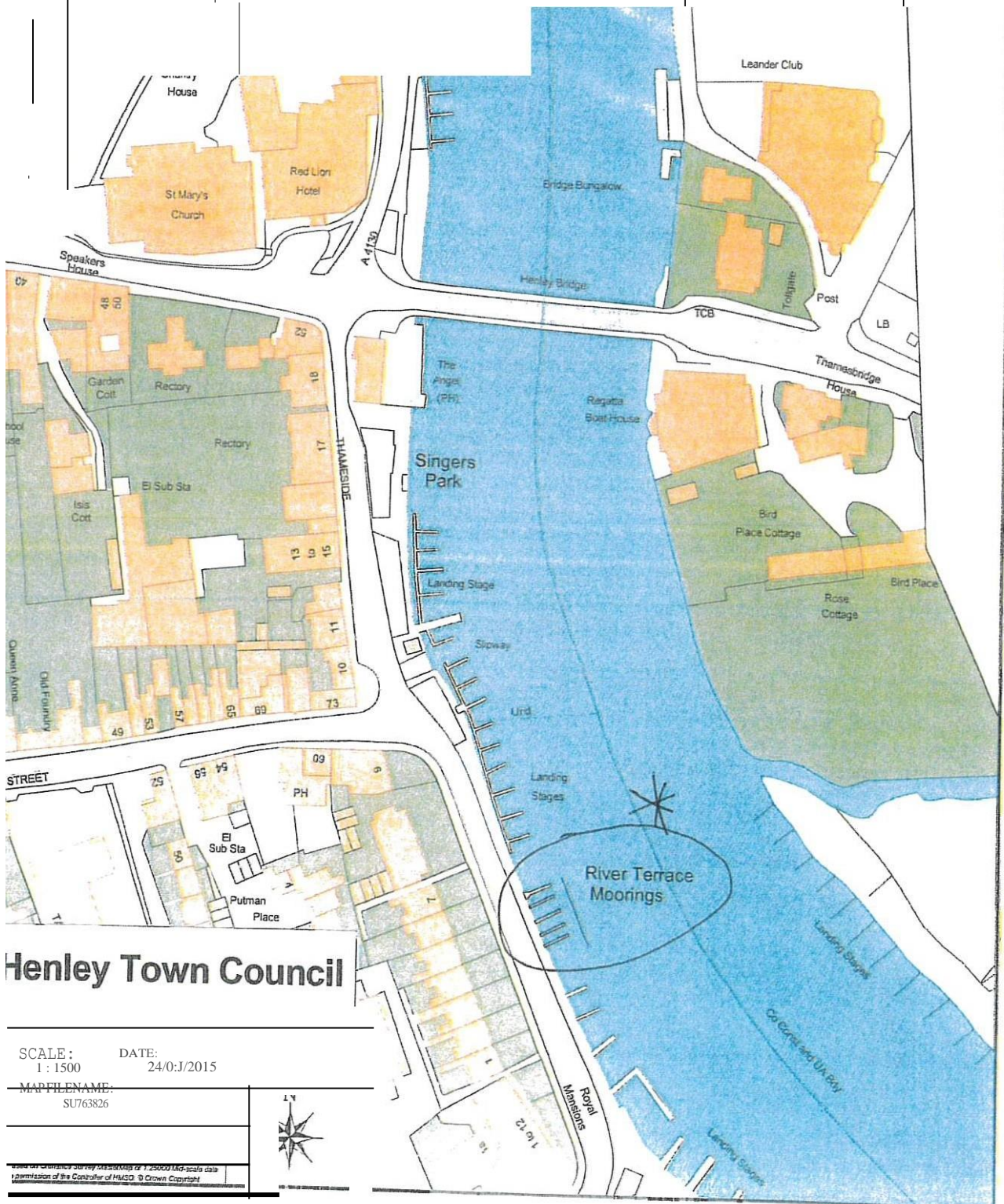
14.4 The Council shall not be liable for the death or injury to or for damage to any property of or any losses or other liability incurred by the Contractor or any person exercising the rights granted under this Agreement or in the purported exercise of these rights

THE FIRST SCHEDULE

The Property

The property situated in Henley on Thames and shown on the two annexed plans marked with a black ring including and consisting of:

- (a) Four jetties equivalent to 8 no. private moorings known as White Hart Moorings Thameside
- (b) One jetty equivalent to 2 no. public moorings known as White Hart Moorings Thameside
- (c) Five jetties equivalent to 10 no. private moorings known as River Terrace Thameside
- (d) 147 metres or thereabouts of private moorings along the towpath at Mill Meadows



Henley Town Council

SCALE: 1 : 1500 DATE: 24/01/2015

MAPFILENAME: SU763826



