`

INVITATION TO TENDER

**SCARBOROUGH SPEEDBOAT LICENCES**

You are invited to bid for three operating licence(s) for a passenger tripping speedboat concession at the Scarborough Harbour YO11 1PD to be issued by Scarborough Borough Council.

[**https://www.scarborough.gov.uk/home/roads-highways-and-pavements/ports-and-harbours/scarborough-harbour**](https://www.scarborough.gov.uk/home/roads-highways-and-pavements/ports-and-harbours/scarborough-harbour)

This licence will be valid for 5 years from the due date on 01 April 2020. Please note that operators/companies/owners will be restricted to a maximum of two licences.

It will, in exceptional circumstances, be possible to sell on the existing speedboat operating licence to a fit and proper person for the remainder of the licence period at the Council’s discretion and subject to the relevant documentation/standards being satisfactorily employed.

### The licence terms and conditions of Scarborough Borough Council together with Special Conditions (if any) will apply to any licences issued as a consequence of this process.

### If you need any clarification regarding this process or any of the information contained in this document, please contact the officer named below.

1. INSTRUCTIONS TO THOSE PROVIDING A TENDER

# gENERAL

## It is essential to observe and comply with the following instructions in the preparation and submission of your tender. The Council reserves the right to reject a tender that does not fully comply with these instructions.

## Notwithstanding the fact that the Council has invited you to Tender, the Council makes no representations regarding your financial stability, technical competence or ability in any way to carry out the contract.

## The tender must be completed in English.

## This contract shall be performed with and in accordance with and governed by the Council’s Terms and Conditions for the Supply of goods, a copy which is annexed to this invitation to tender. The successful contractor will be expected to enter into a formal written contract on these terms.

# receipt OF DOCUMENTS

## It is the responsibility of those providing a tender to ensure that all the documents listed in the tender documentation have been received and are complete in all respects.

## Confidentiality - Those providing a tender shall treat the tender documentation as private and confidential.

## Those providing a tender shall not disclose either:-

### the fact that they have been invited to tender or release details of the contract; or

### details of their tender in whole or in part prior to the award of the contract by the Council or on receipt of notification that the tender has not been accepted as the case may be,

### other than on an “in confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.

# decline or inability to return

## If for any reason you are unable to submit a tender or wish to decline to tender, then the Council officer named below (“the Officer”) should be contacted either in writing to the address specified or preferably by e-mail:

|  |  |
| --- | --- |
| **Ian Vasey - Harbour Master** **Scarborough Harbour Office****18 West Pier****Scarborough****YO11 1PD** | **Tel: 01723 373530** |

# qualified Tenders

## Tenders must not be qualified and must be submitted strictly in accordance with the tender documentation. The tender must comprise the documents specified in the attached Items to be submitted with your tender (section 1). tenders must not be accompanied by statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted without qualification strictly in accordance with the tender documentation as issued (or subsequently amended by the Council) will be accepted for consideration. The Council’s decision on whether or not a tender is acceptable will be final and those providing the tender concerned will not be consulted. **Qualified tenders will be excluded from further consideration** unless otherwise provided by law.

# variants

## Notwithstanding the provisions of paragraph 4.1 above, those providing a tender may submit (on a separate sheet with their tender submission) any variants on the statement of requirements, terms and conditions or any alternative proposals.

## Those providing tenders proposing variants of the kind that are noted in paragraph 5.1 must, as a minimum, complete the tender template provided on the basis requested in the tender documentation.

# Tender queries

## All queries regarding the tender documentation which may have a bearing on the offer to be made should be raised with Ian Vasey at least two (2) working days before the due date for return of tenders.

## If relevant, answers to tender queries will be circulated to all submitting tenders.

# Tender submissions

## Submission of tenders or any other documents which are to be sent to the Council must be submitted electronically by email to:-

## [**audit@scarborough.gov.uk**](mailto:audit@scarborough.gov.uk?subject=Scarborough%20Speedboat%20Licences%20Tender%20Submission)

## Or by hard copy to:-

## **Karen Crosier, Legal & Democratic Services, Town Hall, St Nicholas Street, Scarborough, YO11 2HG**.

## Please mark hard copy envelopes **“Invitation to Tender – Scarborough Harbour Speedboat Licence”**

## Tenders must only be made via the email or hard copy addresses as indicated above, **responses no later than 12:00hrs on Wednesday 20 November 2019.**

## Tenders will be treated in the strictest confidence, the tenderer should be aware that they will be made available to Trading Standards Departments, the Office of Fair Trading and other appropriate regulators (as the case may be).

# amendments to Tenders prior to the due date

## At any time after the issue of the tender documentation and before the closing date for the submission of tenders, the Council reserves the right to issue tender amendments/addenda detailing any changes to the tender documentation or tender process. Those providing tenders must take these amendments into account in the preparation of their tender submission.

## Those providing tenders must not make any unauthorised alteration or addition to any tender documentation.

## In the event that discrepancies are discovered within the tender documentation, those providing the tender should notify Ian Vasey in writing or by email using the contact details set out in paragraph 3.1.

# acceptance period

## The tender will be deemed to remain open for acceptance or non-acceptance for not less than ninety (90) days from the tender submission. The Council may accept the tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any tender.

## If the Council has not accepted the tender within the specified period then the tender shall remain in force without variation, but those providing a tender may at any time thereafter give notice in writing (“a Notice”) to the Council to accept the same.

## Delivery of a notice must be made by hand or by registered post or post with recorded delivery.

## Upon service of a notice the Council shall have seven (7) days within which to accept the tender (not including the day of service) or the tender will be deemed to have been withdrawn. In any event, the provider of a tender shall not withdraw the tender except in the manner provided under this paragraph 10.

# sufficiency & accuracy of Tender

## Those providing a tender will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to all matters relating to the scope of the work to be carried out in their resulting tender submission.

## Those providing a tender are reminded to check the accuracy of their tender prior to submission thereof.

## If the Council suspects that there has been an error in the pricing of the form of tender and/or schedule of prices, the Council reserves the right to seek such clarification as it considers necessary from those providing a tender only.

## The Council reserves the right to disqualify incomplete tenders.

## Those providing a tender shall familiarise themselves with all regulations, bylaws, and all other factors that may affect their tender.

# incurred expenses

## The Council shall not be responsible for, or pay any losses or expenses which may be incurred by those providing a tender in the preparation and submission of their tender, including (but not limited to) the attendance at any pre or post tender meetings, the delivery of any presentations by those providing a tender to the Council in relation to their proposal, site visits or other negotiations.

## The Council will not accept claims for additional charges relating to the work made by those providing a tender or the contractor after acceptance of the tender if, in the reasonable opinion of the Council, such additional charges should have been established by proper inspection of the tender documentation prior to issue of a tender.

# third party issues

## Those providing a tender should provide any potential third parties it appoints to assist with the contract with all necessary technical and commercial information to enable such third parties to accurately tender to those providing the tender.

## It is the policy of the Council not to respond to any direct approach from such potential third parties seeking details about a particular invitation to tender.

## Those providing a tender must declare the share of any contract they intend to sub-contract and list any proposed third parties in their tender submission.

# pricing & payment

## Pricing

### Those providing a tender should complete the enclosed form of tender and/or schedule of prices noting the following:-

#### Those providing a tender must submit a cost for all the items detailed on the schedule of prices.

#### The currency in which all prices, costs or rates stated on the form of tender and/or schedule of prices must be tendered is pounds sterling and whole pence (i.e. to two decimal places).

#### All prices tendered should be exclusive of V.A.T.

## Payment

### The Council’s standard payment terms are fourteen (14) days from invoice receipt.

### The Council will make no payment or allowance in respect of any tender.

# publicity

## No publicity or other information relating to this project is to be released by any party invited to Quote without the prior written approval of the Council.

# Whistleblowing

## The Supplier shall comply with the Council’s whistle blowing procedure which ensures that employees of the Supplier are able to bring to the attention of a Relevant Authority malpractice, fraud and breach of Laws on the part of the Supplier or any Sub-contractor without fear of disciplinary and other retribution or discriminatory action.

## 15.2 Suppliers and their employees may wish to acquaint themselves with the implications of the Code for them. Suppliers’ employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.

## **2. COMPANY INFORMATION**

|  |  |  |
| --- | --- | --- |
| 1.1 | Trading Name & Address |  |
|  |
|  |
|  |
|  |  |  |
| 1.2 | Address for Correspondence Relating to this Application:  (If different to 1.1) |  |
|  |
|  |
|  |
|  |  |  |
| 1.3 | Contact Name: |  |
|  | Position in Company: |  |
|  | Telephone Number: |  |
|  | Fax Number: |  |
|  | Email Address: |  |
|  | Mobile Phone Number: |  |
|  |  |  |
| 1.4 | Company Website: |  |
|  |  |  |
| 1.5 | Company Status: | *Please Indicate* |
|  | Sole Trader |  |
|  | Partnership |  |
|  | Limited Company |  |
|  | Public Limited Company |  |
|  | Charity |  |
|  | Other (please specify) |  |
|  |  |  |
| 1.6 | Date of Formation or Registration: |  |
|  |  |  |
| 1.7 | Registration Number: |  |
|  | Registered Address: |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| 1.8 | VAT Number: |  |

## **3. SPECIFICATION**

## **3.1 General Requirements**

* See terms and conditions of 5 year licence (attached which shall include this Specification). For the avoidance of doubt the enforcement of the terms and conditions of the Licence Agreement including its Schedule shall be at the discretion of the Council as the licensor.
* Licences will be restricted to a maximum of two per operator/company/owner.
* The vessel and crew must comply with all extant legislation and guidance appertaining to the operation of such vessels.
* The Licensee must comply with the Council’s safe operating expectations including compliance with Port Marine Safety Code guidance for safe operation of all UK ports and Harbour.
* The Licensee must not aggressively tout for business so as to cause nuisance to other harbour users/tenants/businesses.
* The Licensee must operate the Speedboat at a minimum safe manoeuvring speed within Harbour limits and is responsible for any impacts of its own wash in regard to other Harbour users and other vessels. The Licensee should not overtake vessels whilst approaching the confines of the Harbour entrance and should approach at a slow speed. The Licensee must ensure compliance with extant environmental noise standards and must not operate in excess of these requirements. Failure to operate in this manner will constitute a material breach of this licence entitling the Council to suspend the Licence for a period to be determined by the Council and/or terminate the Licence with immediate effect. Any suspension of the Licence by virtue of this provision will not affect the Licensee’s obligation to pay the Licence Fee.
* The Licensee and such persons employed by the Licensee must at all times comply with the instructions of the Council’s Borough Harbour Master and/or their deputies or other authorised officer to maintain safe operations within the Harbour limits. Outside the limits of the Harbour the Licensee must have regard to safe seamanship and any rules pertaining.
* The Licensee will be expected to operate their vessel from a site to be known as the ‘Golden Ball’ slipway. The Licensee will not have exclusive use of this facility which must be shared with other operators and other Harbour users in a safe and orderly manner including acknowledgement of equal entitlement to use of the facility. Failure to co-operate with other users and share this facility in a safe and orderly manner will constitute a material breach of this Licence entitling the Council to suspend the Licence for a period to be determined by the Council and/or terminate the Licence with immediate effect. Any suspension of the Licence by virtue of this provision will not affect the Licensee’s obligation to pay the Licence Fee.
* The Council reserve the right to allocate and alter the designated operating sites during the Licence period.
* The Speedboat may be berthed with other vessels in the working parts of the Harbour as directed by the Council’s Borough Harbour Master and/or another authorised officer without additional charge. If a private berth is required the Licensee must apply to the Council in line with the Council’s berthing procedure and if allocated must be paid in addition to the Licence fee.
* Harbour site car parking entitlement/facilities are not provided for as part of this Licence. Any trailer operations must be agreed with the Council beforehand with the Council’s Borough Harbour Master and/or authorised officer.
* The Speedboat’s capacity must not exceed 12 passengers.
* The Speedboat must not be changed / replaced or altered without prior consultation with the Borough Harbour Master and written Council approval.
* The granting of a Licence will not give the operator any rights to a kiosk or other facility to be placed on or near the operating location.
* It must be anticipated that the accepted tendervaluewill be increased annually in line with Council Policy, budget strategy and harbour fees increases.
* The Licence will be valid for operating one approved vessel only.
* A formal Council disciplinary process will be adhered to in respect of the Licensee’s obligations under this Licence save for the payment of the annual fee which will consist of the ‘3 strikes and out’ principle as determined by Borough Council Officers. The process will include a verbal warning, a first written warning followed by a final written warning in which case any further breach of the terms of this Licence by the Licensee will permit the Council to terminate this License with immediate effect.
* Licensee’s will be fully responsible for ensuring safe access/egress to all on embarkation and disembarkation from the speedboat using, steps, ladders, slipways etc.

**3.2 Vessel Specification**

* The speedboat must comply with all extant legislation and guidance appertaining to the operation of such vessels.

**3.3 Insurance**

* Successful applicants must hold and provide evidence to Scarborough Harbour Office of third party insurance cover of at least £10,000,000 (ten million pounds). The operator is also expected to have full operating insurance cover for passenger speedboat operations of this nature.

## **4. TENDER REQUIREMENTS**

You are required to provide a statement and evidence of your compliance with/acceptance of the following:

**Specification (Evaluation at PASS/FAIL)**

* Confirm compliance with the Specification.

**Vessel/manning standards (Evaluation at PASS/FAIL)**

* Evidence that speedboat will/does comply with all extant legislation and guidance appertaining to the operation of such vessels.
* Evidence that crewing will/does comply with all extant legislation and guidance appertaining to the manning of such vessels.

**Insurance (Evaluation at PASS/FAIL)**

* Evidence that insurance cover meets requirements.

**Licence (Evaluation at PASS/FAIL)**

* Confirm acceptance of licence terms and conditions

The above information will be assessed as part of your tender therefore failing to provide the details as requested above will affect the evaluation of your tender.

## **5. EVALUATION METHODOLOGY**

The Council will award this tender to the company which proposes the most economically advantageous bid. This will be identified using the methodology below:

Compliance with the Council’s Specification is **PASS/FAIL**

Compliance with the Extant Standards (speedboat and crew) is **PASS/FAIL**

Compliance with the Council’s Insurance Requirements is **PASS/FAIL**

Compliance with the licence terms and conditions is **PASS/FAIL**

Only responses that meet the above criteria will then be scored based on a 100% best price criterion.

**Price:** Best whole life costing (100%)

**Note: Bids to be inclusive of Harbour Dues (Passenger and Vessel) as set by the Schedule of Dues and Charges.**

[**https://www.scarborough.gov.uk/sites/scarborough.gov.uk/files/files/SH-Schedule-2019.pdf**](https://www.scarborough.gov.uk/sites/scarborough.gov.uk/files/files/SH-Schedule-2019.pdf)

**Note: The Council will not consider a bid for less than £5,000 per annum**

## **Scarborough Borough Council reserves the right not to accept any offer.**

## **6. SCHEDULE OF PRICES**

I/We the undersigned hereby offer to provide the goods and/or services described or referred to in the invitation to tender documentation for the following costs, exclusive of value added tax:

(all costs to be tendered in pounds sterling and exclusive of V.A.T.)

|  |  |  |
| --- | --- | --- |
|  | SCARBOROUGH Speedboat LICENCE | **UNIT PRICE (excl V.A.T)**  **£** |
| 1. | Year 1 | £ |
| 2. | Year 2 to 5 inclusive the sum of Year 1 plus additional amount calculated by reference to the increase in other harbour fees. | £ |
| TOTAL | | £ : |

**Note: Bid is inclusive of Harbour Dues (Passenger and Vessel) (as set by the Schedule of Dues and Charges).**

**Note: The Council will not consider a bid for less than £5,000 per annum**

The above costs must include all travelling/subsistence expenses applicable to this contract.

i) Settlement Terms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ii) V.A.T. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ %

I/We hereby offer to supply goods and/or services as specified in the Price Schedule in accordance with the Council’s Conditions of Contract and/or Special Conditions contained in this enquiry. All costs associated with the delivery of this contract are detailed above and will remain fixed for the contract duration.

Please refer to the attached Specification for further details of the services required under this contract.

|  |  |
| --- | --- |
| Signed |  |
| Name (Block Capitals) |  |
| Designation |  |
| For and on behalf of |  |
| Date |  |

### **Scarborough Borough Council**

### **Licence Terms & Conditions**

**THIS LICENCE** is made the day of 20

**BETWEEN:**

**(1) THE SCARBOROUGH BOROUGH COUNCIL** of the Town Hall, St Nicholas Street Scarborough, North Yorkshire (“the Council); and

**(2)** **[ ]** of **[ ]** (“the Licensee”)

**NOW IT IS HEREBY AGREED** as follows:

1. In consideration of the annual fee made payable by this Agreement the covenants by the Licensee and the conditions contained herein the Council **GIVES** to the licensees **LICENCE AND PERMISSION** for a period of five years from the 1 April 2020 until 31 March 2025 to use at an operating location within Scarborough Harbour in a position designated and approved of in writing by the Council (“the Operating Location”) for the sole purpose of operating one commercial passenger carrying speedboat known as [ ] (“the Boat”) **PAYING THEREFOR** to the Council the annual fee specified in the First Schedule to this Licence in advance in three instalments on the first day June, July and August in each year

2. The licence to use the Operating Location is granted **SUBJECT TO** the terms and conditions of this Licence Agreement including its schedules together with a right of access and egress on foot for the Licensees and their paying passengers to and from the Operating Location over the relevant pier or wharf at Scarborough Harbour, in conjunction with other operators/harbour users, and (for the Licensee only) a right to take vehicles along such routes as are designated by the Council provided that the right for vehicles shall be for the purpose only of loading and unloading goods and materials from and unto the Boat which shall not exceed twenty minutes at any one time and the right shall not be considered as a right to park any vehicle at the Harbour and no obstruction shall be caused to the Council or any authorised Harbour user

3. In consideration of the Licence and Permission by this Licence Agreement the Licensees now covenants with the Council as follows:

3.1 to pay the annual fee on the days and in the manner set out above and in the First Schedule to this Licence

3.3 to pay all present and future taxes duties and charges directly assessed upon the Licensees in respect of the Boat or the Operating Location and to keep the Council fully indemnified in relation to them

3.4 if required by the Council to substitute for the Operating Location an alternative Operating Location or to alter the Operating Location

3.5 to obtain the Councils prior written approval to all advertisements notices or other publicity materials to be affixed or displayed on or about the Harbour in connection with the Operating Location or the Boat and in line with all Council Policies and regulations at the time being in force.

3.6 to comply with all statues acts byelaws direction or regulations for the time being in force in respect of the Harbour and with all directions of whatever nature of the Council’s Borough Harbour Master or other authorised Officer of the Council

3.7 to comply with all the conditions set out in the Second Schedule to this Licence (Specification)

3.8 not to do nor permit to be done on the Boat or at the Operating Location or Harbour any act or thing which in the Councils opinion shall or maybe or grow to become offensive or a nuisance or any annoyance or any inconvenience either to the Council or to its tenants berth holders harbour users licensee or any neighbouring owner or occupier and the public

3.9 to make good at his own cost and expense to the reasonable satisfaction of the Council any damage or injury arising from or caused by the use of the Boat or of the Operating Location or by the maintenance repair (or lack thereof) or reinstatement of the Boat or by a failure or defect in the Boat and to indemnify the Council from and against all actions proceedings losses costs damages claims demands or other liabilities arising in any way from the grant of this licence and from the rights granted under it to or from the non-observance by the Licensees of it terms

3.10 to take out and maintain third party insurance in the joint names of the Council and the Licensees in a sum which will be from time to time determined by the Council and provide evidence thereof to the Council when requested

3.11 not to pollute the Harbour in any manner nor to dispose of any refuse or waste except in a manner approved of or directed by Council and ensure compliance with all extant environmental regulations including noise standards.

4. If the fee or any other sum payable under this Agreement remains unpaid 14 days after becoming due whether demanded or not or if there is any breach by the Licensees of the covenants or conditions set out in the Agreement then it may be determined at any time by the Council giving written notice to the Licensees to that effect in accordance with the Second Schedule to this Licence

5. This Licence and permission along with rights it confers shall be capable of being assigned to a third party subject to the Council giving consent to such assignment and such consent shall be entirely at the Council’s discretion

6. The Licensee will be required to co operate and work with the Council for all purposes in connection with the Council’s Corporate Plan

7. The Council has the right to suspend or terminate this License in the event of Licensee material breach of the Licence Agreement including its Schedules providing notice in writing to the Licensee and the Council will be entitled to terminate this Licence with immediate effect if the Licensee is adjudicated bankrupt or an interim receiver of his property is appointed.

8. A material breach shall constitute a failure by the Licensee to pay a sum due, a breach which is stated in the Specification to be material, a breach which is irremediable and a repeated breach of any of the terms of this Licence Agreement.

9. The time period for any suspension by the Council of this Licence under clause 7 will be for at the absolute discretion of the Council and any suspension will not affect the obligation of the Licensee to pay the Licence Fee.

**FIRST SCHEDULE**

## **Fee**

Year 1 from 1 April 2020 to 31 March 2021 the sum of £XXXX plus VAT at current rate. The Licence fee includes harbour dues and passenger dues.

Year 2 to 5 inclusive the sum of £xxxxxxx plus additional amount calculated by reference to the increase in other harbour fees.

**SECOND SCHEDULE**

**Specification**

**EXECUTED** as a **DEED** by the parties hereto on the date first written above

**THE COMMON SEAL** of: )

**SCARBOROUGH BOROUGH COUNCIL** )

was hereunto affixed in the presence of:

…………………………………………….

Authorised Signatory

**EXECUTED** as a **DEED** by )

**[ ]** )

in the presence of:

Witness

Signature …………………………………………….

Name …………………………………………….

Address …………………………………………….

…………………………………………….

…………………………………………….

Occupation …………………………………………….