

Invitation to Tender

Alice Holt Forest Centre
Catering Lease and
Business Opportunity

1. Introduction

This Invitation to Tender (“**ITT**”) is issued to those shortlisted to tender (“**bidders**”) by the Forestry Commission (the “**FC**”) for the opportunity to operate a Lease for the Alice Holt Cafe, their professional advisers and other parties essential to preparing a tender for this opportunity and for no other purpose.

1.1 The Business Opportunity –

The Forestry Commission (FC) is one of the largest providers of outdoor recreation opportunities in England with over 40 million visits to its woodlands every year. The FC prides itself on providing safe and inspiring places for people of all ages to enjoy from a diverse range of woodland environments.

Alice Holt Forest Centre near Farnham in Surrey is one of 23 main Forestry Commission visitor centres nationally and one of only two in the south-east of England. Located 45 miles from central London and close to major towns such as Guildford, Petersfield and Basingstoke, it is well placed for access by train, car, bus and bicycle. **Over 10 million people live within an hour’s drive of the site and around 400,000 live within 10 miles.** Housing growth over the next 20 years is expected to be significant in this region and Whitehill/Borden (which is 10 minutes’ drive from the site), is designated as one of the Government’s Ecotown projects with 3,350 new homes planned.

Open all year round, Alice Holt Forest Centre is a leading recreation destination in the South of England, attracting over 450,000 visitors a year. Families can explore the play trails, meet characters from Julia Donaldson’s much loved children’s’ books and get up close to nature. All ages and abilities can discover the forest, there are trails for everyone, from a gentle stroll to a thrilling bike trail. Other facilities on site include a café, a cycle centre, ‘Go Ape!’ and much more. **We are looking for partners who will add value to the site, providing a high quality customer experience, whilst maximising the business opportunity.**

The Forestry Commission’s exciting new development will include a new café facility as its centrepiece and we are planning for it to be open and operational early in 2017. The Forestry Commission is looking for a tenant who will maximise this opportunity and make Alice Holt Forest Centre renowned for its café offer. The new building will be of the high design and quality standards that our visitors expect and will be located next to the current visitor centre to more than double the existing seating capacity. Any tenant will be expected to work proactively with us and alongside the existing businesses on site to add value to the overall visitor offer, be it through innovative products, joint marketing campaigns or potential new events. We are looking for a business to provide a fresh and exciting catering experience to compliment the Alice Holt brand into the future (see Annexe 3).

The FC, will always consider equality when conducting our procurement activities. We require you to meet your duties under the Equality Act 2010 and may ask for evidence that you are aware of and operate in accordance with those requirements.

Development of New Café

Work commenced on the new café facility in June 2016. The finished facility will include a dramatically increased kitchen area and accommodate substantially more indoor covers than has previously been available. Subject to the tenant's selected equipment and furniture, it is expected that the new facility will allow up to 120 indoor covers and 140 outdoor covers, a significant increase on the current provision of 30 indoor and 60 outdoor. The previous facility is due to be demolished following the opening of the new unit. It is proposed that the successful tenderer will actively engage with the Project Team during the main construction phase. Completion and handover is expected early 2017.

Proposed floor and landscape plans are attached in Annexe 1.

Facilities

The new unit will be provided in 'shell' only form and as such the leaseholder will be responsible for the complete fit out of the kitchen and café as required.

It will be the responsibility of the tenant to provide all heavy equipment (e.g. ovens, microwaves, refrigerators, internal waste disposal systems and extraction fans) and all light equipment (e.g. crockery, cutlery glassware/condiments). In addition the tenant will be responsible for supplying and maintaining front of house equipment (e.g. tables, chairs and counters).

Utilities and services will be supplied to the unit and usage will be recharged to the leaseholder by the Forestry Commission. If additional service capacity is required, this will be the responsibility of and at the expense of, the leaseholder.

There is an expectation that the unit will offer a WIFI connection to customers which will be the responsibility of the leaseholder to install and manage.

We are looking for a tenant who recognises this unique opportunity and is willing to work with us, to turn the Alice Holt Forest Centre Café into a destination in its own right. The existing café has provided a good service to customers but with this new building the opportunity exists to make the café an attraction comparable with the quality of our other facilities on site that are regionally and nationally renowned.

Summary of Annexes:

- Annexe 1 – Floor and Landscape Plans
- Annexe 2 – FC Food Offer and Service Standard
- Annexe 3 – Branding Guidelines for FC Café & Alice Holt Forest Centre
- Annexe 4 – Management Regulations
- Annexe 5 – Key Performance Indicators
- Annexe 6 – Draft Lease

1.2 Mobile Catering Units –

The Forestry Commission retains the right to deploy mobile catering units at Alice Holt for special events; including, but not exclusively, Concerts, Car Rallies Adventure races etc. Where this provision is put out to competitive tender the catering tenant will be given the opportunity to bid for the right to manage the mobile catering units at these events.

More information about the Forestry Commission is available on our website at www.forestry.gov.uk.

2. Type and term of Lease

We will be awarding a Lease for the Alice Holt Cafe for a period of 8 years. A full copy of the draft Lease is included at annexe 6.

Included as part of the Lease will be Management Regulations and a Key Performance Indicator document. Both these documents will be referenced in the Lease and will be regularly used and reviewed throughout the lease period to monitor performance.

Bidders should note that the form of Lease issued with this ITT will form the basis of the contract between the FC and the successful bidder and bidders will be required to enter into the Lease on the terms specified. Variations or amendments to the Lease will not be considered by the FC. The FC will not enter into any negotiations on the terms of the Lease. At ITT stage, bidders will be required to confirm their agreement to the form of Lease – failure to do so may lead to the disqualification of the bidder from the process.

2.1 Transfer of Undertakings (Protection of Employees) Regulations 2006

As the premises are currently being used as a café, please be aware that the Transfer of Undertakings (Protection of Employees) Regulations 2006 (“TUPE”) may apply and thus have an impact on the party that wins the tender for the lease of the premises. This could lead to claims from employees, previously engaged at the café, that their employment should transfer to the winning party. Information and consultation obligations under TUPE may also be relevant.

3. Timetable, enquiries and return arrangements

3.1 Timetable

Set out below is the proposed procurement timetable. This is intended as a guide, and while we do not intend to depart from the timetable, we reserve the right to do so.

Stages	Dates
Issue of Invitation to Tender documents to those shortlisted	Monday 31 st October 2016
Viewing Day. Site visit by shortlisted bidders to Alice Holt, to include a presentation by FC staff.	Thursday 10 th November 2016
Closing date and time for questions	Friday 18th November 2016 – 12:00pm
Closing date and time for Tender submission	Friday 2nd December 2016 – 12:00pm
Interview days	w/c Monday 12 th December 2016 (tbc)
Expected Notification of Intent to Award	Friday 16 th December 2016
End of Standstill Period	Wednesday 4 th January 2017
Expected Trading Start Date	February/March 2017

3.2 Clarification, Viewing Day and Interviews

3.2.1 Clarification

Once we have evaluated the tender submissions, we may need more clarification, and we may ask for this as additional information. The purpose is to further explore information you have provided in your submission.

3.2.2 Viewing day

Alice Holt is open all year round. Bidders should be aware that the existing café will be continuing to trade during the tender period. As you have been shortlisted and invited to tender, you will be invited to attend a viewing day to help understand more about

the requirements of the Lease and the business opportunity available. The bidder viewing day will take place on the date specified in the timetable at Section 3.1 above and bidders should contact the person named in the covering letter to confirm their attendance and receive further details.

3.2.3 Interview Days

We may invite bidders to attend an interview at the Forestry Commission Office at Alice Holt, dates as specified in Section 3.1 above. For the avoidance of any doubt, the clarification interviews will not be a scored element of the tender process. The purpose of these interviews will be to confirm the FC's understanding of the Bidders' tender submissions. However, the FC does reserve the right to adjust bidder's scores depending on the outcome of any clarifications given. Bidders should note that the FC will be under no obligation to seek clarification of any aspect of the tender response that is not clear. We expect interviews to last for approximately 1 hour.

Each interviewee may be asked to make a 10 minute presentation about their submission but this aspect will not form part of the scoring mechanism and will be used to clarify the FC's understanding of the overall submission only.

3.3 Enquiries

Our appointed commercial agent will collate all enquiries on behalf of the Forestry Commission. The Forestry Commission will subsequently respond directly as required. Please send all enquiries in writing or by email, by the deadline stated at Section 3.1.

To:

Stonesmith Agents and Valuers Ltd
Suite B
Castle View Barns
Woodmanton
Exeter
Devon
EX5 1HQ

Tel: 01392 201262

Email: mike.phillips@stonesmith.co.uk

All questions considered by the FC to be non-commercial and/or not commercially sensitive will be formally distributed to all bidders. As a matter of course, the identity of the enquirer will be protected. Where a bidder views any query as confidential (particularly where it believes that the release of the query to other bidders may reveal commercially sensitive or confidential information or a trade secret) the following procedure will be adopted:

- if a bidder believes that a query is of a confidential or commercially sensitive nature, then it must be marked as such;
- if the FC considers, in its absolute discretion, that it is able to treat the query on a confidential basis, then it will do so;
- if the FC considers, in its absolute discretion, that it is unable to treat the query on a confidential basis having regard to current guidance and legislation, then it will notify the bidder of its decision and the bidder will have the opportunity to withdraw the query; and
- if the bidder does not withdraw the query then the query and its answer will, where appropriate, be released to all bidders.

3.4 Return arrangements

Please return your completed tender as:

- two paper copies by post or hand delivered, and
- one copy on disk or USB type storage device in a read only format

Please note that we do not accept fax or email copies.

We must receive your completed tender before the closing time shown in the Timetable at Section 3.1. We will keep tenders received before this deadline unopened until after this time. **We reserve the right not to consider any tenders we receive after the deadline.** Please be aware that tenders may be copied for our use.

Mark your envelopes with the words:

'Tender for Alice Holt Café - Not to be opened until Friday 2nd December 2016 -12:00pm'
Submissions may be excluded if you do not mark the envelope in this way.

Only one tender submission is permitted from each bidder. In the event that more than one is submitted by a bidder the one with the latest time of submission (prior to the deadline given) will be evaluated and the other(s) disregarded.

Please send your completed tender documents to the following address:

District RPA Manager (East)
Forestry Commission South England

The Queens House
Lyndhurst
Hants
SO43 7NH

3.5 Completing the ITT

All Bidders must answer every question.

Warning: Please note that if you fail to answer any question, the FC may reject your submission in full and will not evaluate any further questions.

Bidders are advised to satisfy themselves that they understand all of the requirements set out in this ITT, Appendix 1 and the Lease before submitting their tender.

3.6 Supporting documents

Your organisation will only be evaluated based on the information in your tender and the clarification interview. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.

3.7 Costs

All costs associated with participating in this process remain your responsibility in all circumstances. We will not return any part of your completed tender to you.

3.8 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the evaluation and award process at any stage or to vary or amend the tender process at any point. The FC reserves the right not to award the Lease for any reason.

3.9 Confidentiality

You must treat all information we supply to you in confidence. Do not disclose it to third parties unless you need to obtain sureties or quotations for submitting your response.

The Supplier must treat all information supplied to it by the authority in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response.

3.10 Language

The completed tender and all accompanying documents must be in English or a full English translation must be provided at no cost to the FC.

3.11 Applicable Law

The Lease that will be entered into as a result of this ITT will be governed by English law.

3.12 Financial Offer

The financial offer should be in sterling and **exclusive of VAT**.

3.13 Additional costs

Once we have awarded the Lease, we will not pay any additional costs incurred. The successful bidder must pay its own legal fees in relation to the Lease.

3.14 Disclaimer

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive nor has it been independently verified.

Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or
- accepts any responsibility or liability for the information contained in the ITT or for the fairness, accuracy or completeness of that information, nor will any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

The contents of this document, and that of any other documentation sent to you by the FC in respect of this process, are provided on the basis that they are and shall

remain the property of the FC, must be returned on demand and must be treated as confidential.

Nothing in this document shall be taken as constituting an offer, contract (whether implied or otherwise), investment advice or any agreement between the FC and any other party. Nothing in this document or this procurement process is intended to or creates an implied contract between the parties that the FC will review any tender received. Any award of the Lease is subject to all requisite FC approvals and the FC being generally able to proceed.

If there is any change to the bidder's standing since the PQQ or the ITT stage which means that (a) information submitted by the bidder at PQQ/ITT stage is no longer correct, or (b) the bidder's ability to perform the contract materially deteriorates, the bidder shall immediately inform the FC in writing. The FC reserves the right to reconsider the matters considered at PQQ stage and to revisit the bidder's pre-qualified status. If there is any change in the information provided by the bidder the bidder shall immediately inform the FC and seek approval in advance for such change. If such approval is not obtained, the FC reserves the right to disqualify the bidder.

The bidders and their consultants and advisers must not at any time release or make any statements to any third party relating to this process without the prior written consent of the FC, including the FC's consent as to the content of the publicity.

3.15 Inducements

Offering an inducement of any kind in relation to obtaining this or any other Lease with us will disqualify you from being considered and may constitute a criminal offence.

3.16 Lease management

If we award the Lease to you, you will have to comply with all of the requirements of the Lease, Management Regulations and Key Performance Indicators.

3.17 Conflicts of Interest

Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the bidder to inform the FC detailing the conflict in writing. The FC will be the final arbiter on cases of potential conflicts of interest. Failure to notify the FC of any potential conflict of interest will invalidate any verbal or written agreement.

4. Evaluation and award

4.1 Evaluation

We will objectively evaluate responses to this ITT using the evaluation matrix at Section 4.6.

Some questions in this ITT are pass/fail and are fundamental requirements of the process. The pass/fail questions are identified in Part A and Part D. If you receive a 'fail' in either of these questions, the FC reserve the right to reject your submission in full and will not evaluate any further questions. Please see the section 4.6 for further details regarding what will constitute a 'fail' in such questions.

To make sure the relative importance of each area is correctly reflected in the overall scores, we have applied a weighting system to Part B and Part C of this ITT.

4.2 Compliance

The information supplied in each tender submission will be checked for completeness and compliance before responses are evaluated and the FC may disqualify your tender submission if you fail to:

- pass a pass/fail question or section
- provide a satisfactory response to any questions in this ITT or inadequately or incorrectly complete any question
- submit a completed ITT by the deadline.

Bidders who pass such compliance checks will be invited to attend an interview to clarify aspects of their tender submission (please see section 3.2.3 above).

4.3 Business Plan (Part B)

Part B asks you to produce a Business Plan setting out your offer. You are expected to build upon your PQQ submission with direct reference to Alice Holt catering and you are asked to outline your projections for cash flow, turnover and future investment levels.

The marks allocated for each section in your Business Plan will be multiplied by the relevant weighting as shown for each section.

4.4 Award

Once we have carried out the evaluation and identified the successful bidder, we will tell you in writing by email or post of our intention to award.

4.5 Standstill Period

We will apply a standstill period of 10 calendar days minimum between the notification of intention to award and the start of the contract/framework agreement.

4.6 Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Terms and Conditions of Lease	Pass/Fail	You must accept our terms and conditions of Lease. If you do not accept the terms and conditions of Lease or accept with qualifications, this will amount to a 'fail'. If you accept the terms and conditions of Lease without qualification, this will amount to a 'pass'.
B	<u>Business Plan</u>	<u>Weight %</u>	The following scoring system will be applied to each question in this section: 0 – No response or totally inadequate No response or an inadequate response. 1 – Major Reservations/Constraints The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this. 2 – Some Reservations/Constraints Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements. 3 – Fully Compliant Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full
B(i)	Staffing	5	
B(ii)	Food offer	20	
B(iii)	Service & Customer Care	20	
B(iv)	Innovation	5	
B(v)	Working Relationships	5	
B(vi)	Presentation & Appearance	5	
B(vii)	Environmental	5	
B(viii)	Business Transfer	5	
B(ix)	Financial	Pass/Fail	

			<p>confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract.</p>
C	<u>Percentage of Gross Turnover Offer</u>	<u>Weight %</u> 30	<p>Using your Percentage of Gross Turnover offer and the example turnovers provided, we will calculate the total revenue figure to the FC over the eight year duration of the lease. This total estimate figure will then be scored using the following method:</p> <p>The highest offer is given the maximum score available i.e. 30. The score of any other bid is determined by dividing that bid by the highest offer and multiplying by the maximum score. These scores represent the percentage by which the offers are less profitable to the Forestry Commission compared to the highest offer.</p>
D	Declaration	Pass/Fail	<p>Signed certificate provided with no exceptions identified will amount to a 'pass'. If you do not sign the certificate and/or if you include exceptions, this will amount to a 'fail'.</p>

5. Your Response

In order to submit a bid for this requirement you must complete and return the following sections to the address detailed at Section 3.4 by the time and date detailed in the timetable at Section 3.1.

Part A – Terms and Conditions

Part B – Business Plan

Part C – Percentage of Gross Turnover Offer

Part D – Declaration

Part A - Terms and conditions of Lease

Weighting: This is a Pass/Fail Section

Once this tender is awarded, the successful bidder and the FC will enter into the Lease that has been provided as part of the tender documentation.

The FC will not enter into any negotiations on the terms of the Lease (other than at its own discretion) and bidders are therefore required to confirm their agreement to the form of the Lease – failure to do so may lead to the disqualification of the bidder from the process. (Please see section 2 of this ITT for further information).

		Yes	No
A1	Do you accept the FC's Lease for the café at Alice Holt?		

Part B – Business Plan

	Question	Weight %
B	<p>To enable us to effectively evaluate all aspects of your offer to us, we would like you to provide a Business Plan specifically for the café business opportunity at Alice Holt</p> <p>In your Business Plan you must provide information on the areas listed below (see B(i) to B(ix)). In assessing your responses we will be judging:</p> <ul style="list-style-type: none"> a. how you meet and if you exceed the Forestry Commission catering outlets food offer & core requirements (Appendix 1) b. how you will enhance the visitor experience by connecting your food offer to Alice Holt c. how you meet the requirements of the Equality Act 2010 d. how your answer fulfils our expectations 	
B(i)	Staffing: Detail your proposed staffing structure for cafe, making it clear how you will staff both peak and off-peak periods.	5
B(ii)	Product offer: describe in detail your proposed food offer for the cafe. Use this section to describe how you will use the space providing drawings showing your ideas. Provide sample menus for both peak and off-peak times (if different), including guideline prices. You should describe and quantify your target markets in relation to the food cafe and tell us how you will cater for these markets.	20
B(iii)	Service and customer care: detail your plans for achieving high levels of customer care and quality of service. Also describe the type of service you will provide at the cafe e.g. counter service, restaurant service including any differences between peak and off-peak.	20
B(iv)	Innovation: Use this section to explain any plans you have for business innovation for example special events, new partnerships.	5
B(v)	Working relationships: describe how you will work with the Forestry Commission and other site partners.	5
B(vi)	Presentation & Appearance – In line with the Forestry Commission branding document supplied with the PQQ, tell us how you intend to present staff, the premises, food and menus.	5
B(vii)	Environmental – outline your environmental policy and your approach to reducing your environmental impact.	5
B(viii)	Business Transfer – We are aiming for the new provider to	5

	<p>commence trading in February/March 2017</p> <p>Outline your proposals for the fit out and how best to minimise the impact on the customer and business during the start-up period. Include your rationale, key dates and milestones.</p>	
B(ix)	<p>Financial - The key objective is for us to analyse your financial position and determine the level of risk that it would present to us – having regard to the requirement, value and the nature of the business opportunity. Where the overall risk to the Forestry Commission is calculated to be 'High' then you will fail this section.</p> <p>Please provide:-</p> <ul style="list-style-type: none"> • A detailed forecast profit & loss analysis for the first three years of trading. Please ensure that you illustrate gross turnover projections and the potential net income to the FC. E.g. A realistic and proportional projection showing no more than one year trading at a net loss. • An outline of your investment proposals for the period of the Lease including financial details and an investment timeline. E.g. A realistic and proportional appreciation of fit-out costs for a shell only unit of stated size/capacity. 	<p>Pass/ Fail</p>

Part C – Percentage of Gross Turnover Offer

		Weight %
C	<p>The rent payable under the Lease is a percentage of gross turnover generated from the premises PLUS a base rent of £30,000 per annum exc VAT. This base rent is set and non-negotiable, which is to be paid monthly in advance in equal instalments. The base rent is payable regardless of what the gross turnover is for the year.</p> <p>For clarity please see the example below.</p> <p>If your offer for the percentage of gross turnover is 15%, with the base rent of £30,000 the annual calculation would be:</p> <p>Gross turnover £1,200,000: turnover rent would be £180,000 with the base rent of £30,000 being paid over 12 months : TOTAL RENT £210,000</p> <p>Gross turnover £800,000: turnover rent would be £120,000 with the base rent of £30,000 being paid over 12 months: TOTAL RENT £150,000</p> <p>Gross turnover £650,000: turnover rent would be £97,500 with the base rent of £30,000 being paid over 12 months: TOTAL RENT £127,500</p> <p>Percentage of Gross Turnover Offer</p> <p>Using the stated example turnover, you are required to provide us with an offer for what you are prepared to pay as a Percentage of Gross Turnover for each year of the Lease. Please set this out in the table below.</p> <p>Please note that it is acceptable to submit staggered percentages.</p>	30

Year	Example Gross Turnover*	% Offered
% of Gross Turnover Year 1	£850,000	
% of Gross turnover Year 2	£900,000	
% of Gross Turnover Year 3	£950,000	
% of Gross Turnover Year 4	£1,000,000	
% of Gross Turnover Year 5	£1,050,000	
% of Gross Turnover Year 6	£1,100,000	
% of Gross Turnover Year 7	£1,150,000	
% of Gross Turnover Year 8	£1,200,000	

***Turnover figures provided are for assessment purposes only and are not indicative or representative of site performance now or in the future. In this section tenders are scored on the proposed total return to the Forestry Commission over the full 8 year term only.**

Part D – Declaration

Weighting: This is a Pass/Fail Section

I the undersigned, hereby tender and offer to provide the Lease which is more particularly referred to in the Invitation to Tender supplied to me for the purpose of tendering for the provision of the Lease and upon the terms thereof.

I declare that to the best of my knowledge the answers submitted in this ITT are correct. I confirm and undertake that if any of such information becomes untrue or misleading that I shall notify the FC immediately and update such information as required. I understand that the information will be used in the process to assess my organisation's suitability to be awarded the Lease and I am signing on behalf of my organisation. I understand that the Forestry Commission may reject this ITT if there is a failure to answer all relevant questions fully or if I provide false or misleading information.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. I also understand that any such action will result in rejection of our application to take part in the tender procedure and empower the FC to cancel any contract currently in force.

I understand and agree that if our tender is successful that the bidder will hold or purchase insurances as required by the pre-qualification questionnaire. I understand and agree that any change in the identity or control of the bidder or the principal relationships within the bidder after the bidder has submitted the questionnaire shall be notified to the FC as soon as possible. The FC reserves the right to disqualify the bidder from the selection and short-listing process in these circumstances or if the bidder becomes ineligible in any other way.

I understand that the FC reserves the right to accept or refuse this tender whether it is lower, the same, or higher than any other tender.

I confirm that the bidder has not collaborated with any other bidder.

I hereby certify that I have not canvassed any Director, employee, representative or adviser of the FC in connection with the proposed award of the Lease by the FC, and that no person employed by us or acting on our behalf, or advising us, has done any such act. I further hereby undertake that I will not canvass any Director, employee, representative or adviser of the FC in connection with the award of the Lease and that no person employed by us or acting on our behalf, or advising us, will do any such act.

The essence of selective tendering for the Lease is that the FC shall receive bona fide competitive tenders from all bidders. In recognition of this principle, I certify that this is a bona fide offer, intended to be competitive and that I have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub- contractor identified in this offer).

I also certify that I have not done, and undertake that I will not do, at any time any of the following acts:

- (a) communicate to a person other than the FC, the amount or approximate amount of our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I agree that the FC may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Declaration.

I undertake in the event of acceptance of our tender submission to execute the Lease within 25 business days of such acceptance (or otherwise as agreed with the FC).

I confirm that the undersigned are authorised to commit the bidder to the contractual obligations contained in the Invitation to Tender and the Lease.

Name:

Date:

Signature:

Capacity or Title:

a. For and on behalf of: