

Instructions - Barnehurst Golf Course Lease opportunity

Instructions

Information supplied by Faybrook/the Authority, their consultant or other staff is only for guidance. Whilst the Authority believes any estimates given to be reasonable, they cannot accurately predict future demands. Bidders must satisfy themselves by their own investigations and at their own expense that the information provided is accurate.

All queries or questions relating to the documentation should be addressed in writing/email to Faybrook Limited. Should any discrepancies or misunderstandings arise as to the true intent or meaning of anything contained within these documents, the bidder shall query these points prior to their submission and Faybrook/the Authority's interpretation of true intent and meaning shall at all times be final and binding.

All information supplied by Faybrook/the Authority in connection with this process shall be regarded as confidential to Faybrook/ the Authority.

The bidder shall not include VAT in their bid, but shall include all administrative and financial costs arising there from.

Please note that during the bidding process any questions raised by any of the bidders shall be distributed to all bidders.

The Invitation to Bid does not bind the Authority or the Authority's consultants, to accept the highest or any bid or any part thereof, nor shall the Authority or the Authority's consultants, be liable for, or be required to pay any costs, expenses or losses which may be incurred in the preparation of the proposal by the bidder.

The **Bid Due Date is Friday 6th August 2021 at 12 noon.**

Bidders are required to maintain the validity of their bid and the rental offer contained therein for a period of 12 (twelve) months from the Bid Due Date.

Bidders should provide three hard copies (inclusive of the master copy), for each bid submitted.

Bids should be in a folder that makes it possible for the Authority to separate so that individual submissions can be distributed to the relevant evaluator.

A soft copy of the bid is required to be sent to matthew@faybrook.com by the Bid Due Date.

All hard copies shall be submitted to:

Richard Kay
Contracts Manager
London Borough of Bexley
Civic Office
2 Watling Street
Bexleyheath
DA6 7AT

Point of Contact

During the bidding phase bidders should address all questions relating to the bid solely to the following contact point in writing:

Matthew Lynwood

Tel: 07977 50 30 15
Email: matthew@faybrook.com

A contact number is provided for general queries but specific questions relating to the bid should be made in writing. Bidders are requested to appoint a single contact point within their consortium for correspondence.

Invitation to Bid Material

Invitation to Bid Material means information (including drawings, handbooks, manuals, instructions, specifications and notes of bid clarification meetings and negotiations, in whatever form or medium) issued to the bidder by Faybrook/the Authority or on its behalf, or to which the bidder has been given access for the purpose of this Invitation to Bid. Invitation to Bid material remains the property of Faybrook/the Authority or other owners and is released solely for the purpose of bidding.

Commitment

The issue of the Invitation to Bid in no way commits Faybrook/the Authority to grant the lease. Any expenditure, work or effort undertaken prior to lease award is accordingly a matter solely for the commercial judgement of bidders. Faybrook/the Authority reserves the right to withdraw this Invitation to Bid at any time or to re-invite Bids on the same or any alternative basis. In such circumstances, and in any event, the Authority and/or its advisors shall not be liable for any cost or loss of expense whatsoever incurred by the bidders or any company, agent, subsidiary or organisation who may have contributed to the proposals submitted by the bidders in response to this Invitation to Bid.

Conduct of Bidders

Bidders shall not engage in (at any time before the hour and date specified for

the return of the bid) any of the following acts:

- Fix or adjust the amount and/or content of Bids in collusion with any other person who is a bidder for this requirement;
- Communicate to any person other than an official of the Authority or their consultants, the proposed lease length, the amount or approximate amount of the proposed rental bid, except where the disclosure, in confidence, of the approximate amount of the bid is necessary to obtain information to enabling completion of the Bid Documentation, (e.g. to obtain insurance premium quotations);
- Enter into any agreement or arrangement with any other person such that such other person will refrain from submitting Bids;
- Offer or pay or give or agree to pay or give any sum of money, incentive, or valuable consideration directly, or indirectly, to any person proposing to cause changes to or omissions from any other person's Bid.

Any such action will result in disqualification. In this context the word 'person' includes any persons, and any body or association, corporate or unincorporate and "any agreement or arrangement" includes any such transactions, formal or informal, and whether legally binding or not. Bids may not be considered if the complete information requested is not given at the time of submission.

Any bidder who directly or indirectly canvasses any member or official of the Authority or the consultants or any servant of the Authority or their consultants concerning the award of the Contract for the provision of the services or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other bid or proposed bid for the services, shall be disqualified.

Disclaimer

This Invitation to Bid should not be considered as an investment recommendation made by Faybrook/the Authority or any of its advisors to any party seeking to Bid and/or negotiate for the Project. Each person or organisation to whom this Invitation to Bid is made available must make its own independent assessment of the Project after making such investigation and taking such professional advice as it deems necessary.

Form of Bid

The Form of Submission must be signed by a duly authorised person and returned within the submission.