**London Borough of Haringey**

**Request for Quotation**

**Market Operator for Tottenham Green Community Market**

**1. Tender Opportunity**

* 1. The London Borough of Haringey (LBH) would like to commission a high-quality supplier to deliver a market at Tottenham Green, Tottenham Town Hall Approach Road for three years from 1 July 2022 to 31 March 2025.
  2. This tender is supported by the Council’s Town Centre Management budget.

1. **Background**
   1. Tottenham Green market was first held in Summer 2014 as a trial event over six Saturdays following the completion of the public realm improvement scheme on the Green. A new market operator was subsequently appointed in 2015 and a further fourteen markets were held during that year. In order to hold more than fourteen markets per calendar year on the Green, planning permission was granted in June 2016 allowing for a weekly market to be held (on a Sunday).
   2. In 2019, the Tottenham High Road Strategy (THRS) identified that the area of Tottenham Green needed improving for market infrastructure and surrounding public realm, to attract a future market operator and new stallholders and provide an economic boost to the area.
   3. In March 2020, the Operator secured planning permission (supported by the Council), to expand the market area from the Green and to include Tottenham Town Hall Approach Road and increase the frequency to one weekday and Sunday, on a weekly basis. The permission permits up to 70 stalls at any one time (the current average is around 25).
   4. In 2020, Haringey Council secured Future High Street Fund (FHSF) funding to improve Tottenham town centre and surrounding areas, which would deliver on the capital infrastructure projects identified within the THRS. The Council secured funding to improve infrastructure and public realm at Tottenham Green, which included creating a new Plaza that could be used as a space for events and activation with the focus on young people. This public realm investment presents the Operator an opportunity to work with the Council to develop an enhanced market offer and experience, with funding already secured for additional infrastructure and stalls.
   5. Building on the success of the market and following the end of the current market operator agreement, the Council wishes to appoint an operator for a three-year term who can proactively set up and further develop a market on Tottenham Green and who will provide a professional service and high-quality customer and trader experience. The Tottenham Green Market will be a thriving enterprise offering a mixed range of quality street food and drink, and local goods and services. It is expected that the market will offer a high-quality breadth of offer that meets the needs of its residents and being a destination that appeals to customers from outside the area.
   6. The aim is to have an established market at Tottenham Green (THAR) with a set minimum number of stalls (30) trading on a weekly basis during the summer months (May to September) and monthly during the remaining months as a minimum. The market will be held weekly on Sunday, with the option also for a Wednesday.
   7. There is an opportunity to increase the frequency for themed events and support for start-ups.
   8. There is also an opportunity for the Market Operator to provide a Youth Market element. Some relationships have been brokered by the existing Operator for the recent summer Night Markets with the local College of North East London (CONEL), and Bruce Grove youth club. The Market Operator would be expected to build on this and formalise a youth market set-up as part of the overall market delivery objectives of this funding.
   9. There is an opportunity to connect the market with the Tottenham Green Culture quarter tenants including The Musical Theatre Academy (MTA), Bernie Grant Cultural Association, CONEL, Ambitious College, Marcus Garvey Library and Tottenham Green Enterprise Centre (TGEC) on a wider cultural offer/programme for this area (the Council would support with introductions to these organisations). Some of these stakeholders have expressed a desire to be engaged with the market going forward.
   10. An initial 2014 survey indicated that there were no stalls that had healthy options and that had good fresh ingredients without lots of sugar and fat, e.g., fat free yoghurt; fish stall; butchers stall; salads, and so on. This perception was exacerbated by the food offer of Tottenham High Road, which is dominated by fried chicken, kebabs, and fast food. Therefore, there needs to be continued provision with an opportunity to continue to grow this element, for good quality, fresh produce, and accompaniments. Similarly, the Council is keen to promote sustainability within the market (such as minimising use of plastics, maximising recycling and re-use, encouraging green products and services). A Health and Sustainability market plan should form part of the tender submission.
   11. The Council expects a minimum of 10% of the stalls at each market is ringfenced for new traders and entrepreneurs, which is publicised through council communications and local market events.
   12. Historically, the market has been advertised via Facebook (with a reach of 3.7k followers), Instagram (4.6k followers), a website, and 2,000 flyers to households across the N15 and N17 postcodes. As part of the overall communications and marketing strategy, the Council would be keen for the Operator to build on this and continue to develop a wide reach.
   13. The Council is keen to continue to encourage plant, artist, artisan, and craft stalls from local residents. Many people enjoy making hand crafted products as a hobby and some would like to generate an income by selling what they make at a local market. In addition, it allows for homebased residents to try another avenue for sales, and for existing bricks and mortar shops to identify a further potential revenue stream. Consequently, an element of the funding provided by the council will be used to attract and retain stallholders that fall into these two categories, that are either existing or new, from within the borough of Haringey. Potential stalls may be sourced via the Council’s Made by Tottenham website, which has a [local creative business directory](https://madebytottenham.com/directory) featuring profiles of creative people and businesses across Media, Film & Photography, Visual Arts, Architecture & Design, Craft & Making, Fashion, Music, Performing Arts and more.
   14. The current Operator is making an average annual turnover of £13,000 (but note that a significant element of this figure has been derived from the existing Operator being constrained by Covid-19 lockdowns and the resulting decision to move to a monthly format). It is estimated that the new market format with a higher frequency of activity could enable an Operator to increase this figure threefold.
   15. From 1 April 2022, the Council now charge stallholders a £40 fee for 3 consecutive markets (or the trader can choose £30 per pitch for one market day). These licencing fees are subject to an annual review.
   16. The Council will contribute £5,000 per annum to the Operator’s cost of the market. It is expected that £3,000 of this funding will contribute towards the costs of event delivery of the themed experiences and that £2,000 will support a level of subsidy to traders against the rising cost, enabling a level of affordability for traders and ensuring that prices remain accessible for residents.
   17. The markets are licensed under the London Local Authorities Act 1991. Haringey Council does not have a Charter Market status, but is surrounded by other boroughs with Markets Rights, and as such, have sought agreement for the market at Tottenham Green.
2. **Desired Outcomes**

To deliver a community market at Tottenham Green for the next three years from 1 July, which has the support of the residents of the borough and all the stakeholders of street trading, including current traders and retailers. The market would take into consideration the impact of Covid-19 and recovery from the pandemic and offer young people a route into pop-up/start-up retail and well as people starting up a business. The Operator should therefore develop a clear plan that shows how the market and the wider area (by working in partnership with stakeholders) will contribute to the high street/town centre and build upon the Council’s Community Wealth Building programme by supporting entrepreneurs and participation in arts and culture/food.

The market should seek to better establish itself as a place with an identity, with its unique character and values shaping the offer and its uses. Since conception, the market has been known as ‘Tottenham Green Market’; however, the Council is open to alternative brand names should the Operator wish to amend as part of a wider marketing strategy. The operator should therefore develop a marketing strategy/communications plan, including a programme of themed and community events, plans for branding and wayfinding and building a digital marketing and shopping presence.

Further, the market operator should curate the offer and its uses to maximise footfall during the daytime and evening, plus map how residents fit into the whole story via community wealth building, from shopping to having opportunities to trade or to train to trade. Similarly, the shopper would have clear signposting and messaging about the market/street trading offer around the borough. Traders would require information about how they can take up pitches and their obligations to provide good quality products and a positive service, as ambassadors for the whole borough. The market should be aiming to develop into a business incubator accelerator, with opportunities for providing a platform for start-up and established businesses alike to engage directly with consumers, test new products, review pricing, materials, packaging, competitors. Over the next three years, the focus should be on establishing a Youth Market as part of the overall offer and linking in with local colleges and higher education establishments, to provide young people with one-to-one mentorship/technical assistance, peer to peer support, and onsite training. Such activity would develop youth enterprise within the Council’s community wealth building agenda and create a mission statement, so that the community are aware of its Unique Selling Point (USP) and buy in to it.

Retailers and other stakeholders would be encouraged to take a proactive role in promoting the borough as a place to live and work. All messaging would be positioned to respect the community and place of the borough.

1. **Service Specification**
   1. We are seeking a high-quality provider who can:

* Expand the current Tottenham Green Market from an average of 25 stalls per event to c.35-45 by Christmas 2023
* Expand the offer towards a range of products including international street food, produce, and locally made crafts and artisan goods
* Promote the market to local new and existing entrepreneurs to consider market trading as an accessible and affordable route into businesses through existing programmes e.g., the Haringey Business Support Programme and the London Business Hub; promotion of a minimum of 10% ringfenced stalls for new traders and entrepreneurs through council communications and local market traders
* Support local creatives and food producers by providing an outlet to sell goods
* Grow Tottenham as a destination through street food events
* Underpin the council’s Live.Shop.Local ethos to encourage people to spend in their local area
* Put a Community Wealth Building approach at the heart of delivery by sourcing a minimum of 40% of market traders from within the borough and providing opportunities for new and existing Haringey-based traders and entrepreneurs to market their products
* Curate a programme of free workshops, performances, and other events for Tottenham residents of all ages and backgrounds
* Provide an opportunity for existing and new traders to collaborate with and introduce, co-promote, and develop relationships with each other and the community
* Strengthen the relationship with the local High Road/town centre business community
* Develop the brand and identity of the market (note that the Council reserves the right to appoint an annual title sponsor)
* Encourage market stall traders to be more environmentally responsible, with a focus on encouraging them to move, for example, to more recyclable food containers
* Be known as a leading community market within Haringey and North London
* Strengthen the economic viability and longevity of the market
* Manage all licencing arrangements and sending to the Council’s licencing team any information required in good time for approval
* Hold a 1-2-1 interview with each regular trader in January/February each year, for the trader to have an opportunity to express any concerns, hear the Operator’s and the Council’s plans for the year, and learn whether their licence will be extended and any price increases that may be forthcoming
* Potentially grow a revenue source for the Council and Operator.

4.2 Market Outputs

This Council is seeking an Operator that can achieve the following outputs:

* Deliver the market on behalf of Haringey Council from 1 July 2022 to 31 March 2025
* Increase turnover by an estimated 25% for the Operator and reach an improved level of profitability of £20,000 p.a. (equating to a 65% increase) within the three-year contract period
* Generate a return of £1,500 p.a. (from 1 July 2023) from the profit back to the Council (from its initial £5,000 p.a. investment) for it to re-invest in activities related to the market, such as improved infrastructure or event support
* A clear plan that shows how the market and the wider area will contribute to the high street/town centre and build upon the Council’s Community Wealth Building programme by supporting entrepreneurs and participation in arts and culture/food
* 40% of market traders sourced from within Tottenham (N15 and N17 postcodes) and 70% from across the borough
* 10% of stalls ringfenced for new traders and entrepreneurs (N.B. a trader stops being classed as ‘new’ once they have attended three or more markets)
* 10% of stalls ringfenced for a new Youth Market, on a £1 a pitch basis (for those aged 26 and under) at each market day
* 20% increase in footfall across the year (from a monthly average of 800 people) by implementing as a minimum, one Sunday per month, from 1 July 2022. However, there is scope should the Operator deem it viable with the Council, to trade up to x2 Sundays and x2 Wednesdays per month from 1 July 2022 in spring/summer, and x1 Wednesday and x1 Sunday during December (with proviso for a review after six months to potentially revert the market back to a weekly service). The core hours for operation will be 10am-5pm at each iteration
* Holding a minimum of 3 themed events per year, with support towards local restaurants and businesses, who may wish to offer food tastings and opportunities
* Holding a minimum of 4 community-driven events per year (in addition to the 3 themed events) through local acts, music and performances and partnership working with local providers such as BGAC and community organisations located within Tottenham Town Hall
* Work with the Council and Bernie Grant Art Centre’s (BGAC) and other stakeholders to explore activation of their Courtyard to become part of TGM
* Create a brand and logo design to reflect the area and the Market’s Unique Selling Points (USP), to be used for all websites, marketing materials and market staff fleece/jacket to make the market more distinctive. This will also appear on any market infrastructure, such as stall gazebos, uniforms, and storage units
* Implementation of branded signage across Tottenham to promote the market
* Exploration and implementation of delivery systems and/or offer click and collect facilities for the market stall holders
* Create a formal arrangement with Veolia for waste collection
* Ensure that noise is kept to a minimum wherever possible
* Ensure that there is a robust system in place for checking the Weights and Measures Act and food health and safety requirements
* Create a market policy and Code of Conduct documents in partnership with the Council.

5. **Market Site Area**

Diagram

Description automatically generated

The redline boundary above defines the economic area of activity for Tottenham Green (i.e., where the market can operate). The Tottenham Town Hall Approach Road is the site for the main market, with a maximum of 70 stalls being permitted. For larger events, the Green is available and can cater for up to a further 30 stalls (subject to permission from the Parks team, a usage fee, Temporary Events Notice and licencing permissions).

1. **PROJECT SCOPE- RESPONSIBILITIES AND REQUIREMENTS OF THE APPOINTED MARKET OPERATOR**

The below tables outline the requirements for the market and the responsibilities of the market operator. ’To be finalised’ indicates the details of the specification are to be discussed and agreed as part of the tender process and will form the terms of the agreement between Haringey Council and the successful Market Operator.

6.1 **Establishing the Tottenham Green Market from July 2022.**

1. **Market stalls: Type, mix and presentation of goods**

**The market operator will be responsible for securing all of the stalls on the market in accordance with the requirements below:**

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| Mix of stalls | * No more than 60% food stalls, including hot food and street food * Expand the existing offer towards a more diverse range of products including international street food, produce, and locally made crafts and artisan goods * At least one stall offering alcohol which can be consumed on site, which has a license to sell alcohol * 40% of market traders sourced from within Tottenham (N15 and N17 postcodes) and 70% from across the borough * 10% of stalls ringfenced for new traders and entrepreneurs * 10% of stalls ringfenced for a new Youth Market, on a £1 a pitch basis (for those aged 26 and under) at each market day (please note that a licence fee will still apply) * An average of 25 stalls per event to c.35-45 by Christmas 2023 * Quality products with price position and customer appeal across a range of price points * A minimum of 20% of stalls collectively should provide a heathy food option that is low in fats and sugars |
| Summer months- May to late September | * No less than 25 stalls trading each weekend/ market day |
| Winter months- October to April | * No less than 15 stalls trading each weekend/ market day |
| December market | * December market to be Christmas themed with at least 40 stalls trading * Work with Haringey Council to coordinate the market with the Christmas Light switch on |
| Excellent presentation of goods and market stalls | * Uniform look across the stalls showing a clean, orderly market i.e., aprons around tables, clearly labelled price tags, clearly marked chalk boards and advertising boards |
| Excellent customer service | * Provide a means for recording customer feedback, such as suggestions, compliments, and complaints * Evidence customer service issues have been addressed |

1. **Communications and engagement with local businesses and stakeholders/Promotion**

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| Requirement | Specification |
| Engage with local stall holders | * Actively promote the opportunity to trade at Tottenham Green Market to businesses operating in N15 and N17 postcodes. Haringey Council hold a list of businesses who have previously taken part in Tottenham markets * Ensure at least 40% of the stalls at each market are local Tottenham businesses. If this figure cannot be reached evidence must be provided of why businesses did not meet the quality mark and a plan implemented to meet this target |
| Promotion and communications | * Work with the Council’s appointed design team to develop branding for Tottenham Green. The copyright of artwork designs and other merchandise and materials produced shall upon payment of any monies due be vested in London Borough of Haringey. Further details will be set out in the contract terms and conditions * Develop and deliver a marketing plan across the three years of operation, with a focus on sourcing and providing various platforms to advertise the Market and the stalls. This could include setting up of websites, FB groups, leafleting strategy and wayfinding |
| Engagement with Tottenham Green businesses/ stakeholders and community groups | * Haringey Council to provide a list of local businesses, stakeholders and community groups whom the market operator must contact to introduce themselves prior to the first market taking place * Explore ways of working with these groups to maximise footfall and engagement with local people and stakeholders * Explore ways to work with local schemes to support local people into employment or training. |

1. **Operation and management of the market**

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| Requirement | Specification - ALL OF THE BELOW REQUIREMENTS MUST BE PUT IN PLACE BEFORE THE FIRST MARKET TAKES PLACE |
| Premises Licence | * A Premises Licence will need to be applied for, and a new Designated Premises Supervisor assigned |
| Event Safety Management Plan | * The Market Operator must complete an Event Safety Management Plan including a risk assessment that has been agreed with the Council before the market opens, and subsequently, prior to each event |
| Highest standards of environmental health and trading standards | * Clear policy in place for the traders to meet the required standard and deal with infringements to ensure the high quality of the market – a minimum of 3 stars of the Food Hygiene Rating must be met by all relevant stall holders * All Environmental Health recommendations arising to be met * Note that commodities such as second-hand goods, heating electrical goods, animals and beauty treatments will not be permitted |
| Cleansing and waste management | * Market area cleared of litter and waste at the end of each market day. Market Operator to contract with the Council’s waste management provider (Veolia) * Clear arrangements in place with traders on the management of waste * Additional bins and recycling units to be provided on the Green during market day * Seeking to establish the market as being sustainable and communicate these measures |
| Parking, loading and unloading | * Loading and unloading strictly controlled during the day keeping vehicles off Tottenham Town Hall Approach Road during the market customer opening hours * The parking arrangements of the traders to be made with the Market Operator. There is no parking available on-site |
| Stall set up and take down | * All stalls must be set up and taken down each day |
| Market manager | * The market operator must appoint a person who is on site throughout and has responsibility for the day to day running of the market and liaison with each of the traders |
| Hours of operation | * The market must always be fully set up by 10am and not commence dismantling before 4pm in the winter and 5pm in the summer, unless there are exceptional circumstances such as very bad weather that would pose a health and safety risk to the public * Deliver, set up and dismantling times will be restricted to set time * Late opening experiments are welcomed during the contract |
| Licenses and insurances | * All necessary licenses to operate the market to be in place before the opening of the market. This is the responsibility of the Market Operator * All insurances of the Traders and Market Operator to be up-to-date and valid for the scale of the market with evidence to prove such available for inspections * The Market Operator must have a minimum £5,000,000 public liability cover, £10,000,000 Employer’s liability cover (if applicable) and £2,000,000 professional indemnity cover |
| Utilities and facilities | * Power points available on Tottenham Green, fees payable * There are no water points or toilets on-site (the Council is working to improve the infrastructure in due course). Appropriate measures for water and toilet facilities should be put in place for traders who require this, via private hiring |
| Market infrastructure | * The Council will not provide any market stalls or storage facilities (until the new infrastructure is in place). All market infrastructure must be arranged and managed by the Market Operator |
| Market Layout | * Work with Haringey Council to determine the best layout of the market during the summer and winter months |
| Marketing /Communications plan | * Develop and deliver a marketing plan across the three years of operation, with a focus on sourcing and providing various platforms to advertise the Market and the stalls. This could include setting up of websites, FB groups, leafleting strategy and wayfinding |
| Monitoring | * Monitoring information including visitor numbers, number and mix of stalls, postcodes of stallholders etc. to be collected per market to be submitted to Haringey Council on a monthly basis. |

1. **Finance**

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| **Requirement** | **Specification** |
| Market operator funding | * The Town Centre Management budget will provide £5,000 per annum as a contribution to marketing and costs associated with test trading/youth trading programmes for the market The funding available to the market operator will not exceed £5,000 per annum * The Market Operator will provide as part of the tender a breakdown of how this funding will be allocated |
| Trader information and charges | * Provide an annual financial plan to the Council of how the market will operate including profit and loss and cashflow forecast * Provide a log of traders and fees paid |
| Market operational costs | * The Market Operator will be responsible for all costs relating to the market including service charges for utilities, waste management and collection, costs associated with the provision of water and toilets and other amenities needed and any costs incurred through fines relating to the market. |
| Licensing costs | * All fees associated to licensing and events are payable to the Council and are the responsibility of the Market Operator. The LLA90 requires that trading from the public highway is authorised by the Council. * The Market Operator will set out in the financial plan how these fees will be paid to the council and the costs to the trader. |

1. **Submission Requirements and Content**
   1. Tenderers should submit a Qualitative Delivery Proposal (a minimum of ten pages response addressing the points above and structured to answer the questions below and repeated in section 4:

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|  | Outline your previous experience in delivering similar work. (2 pages max) |
|  | Provide CVs of each person working on the programme indicating their relevant skills for the project (2 pages max) |
|  | Please provide details of **similar delivery experience of Market Operation** from either the public or private sector; voluntary, charity or social enterprise (VCSE). VCSEs may include samples of grant-funded work.  Contracts should have been performed during the **PAST THREE YEARS** and should include all the services required by the Council:   * Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g., the consortium is newly formed, or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). * Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.   **Please provide case studies with pictures and narrative of similar works. The case studies should also address the following competencies where possible:**   * + **Working in similar market environments such as publicly accessible spaces**   + **Working on similar projects**   + **Project management of similar projects**   + **Management of Health and Safety**   + **Quality Management**   Detail your methodology as to how you will consider the requirements, engage with the existing Market Operator for a handover process if applicable, nearby stakeholders such as Bernie Grant Arts Centre, Tottenham Town Hall stakeholders (as nearest leaseholders) and Council officers, and ensure initial buy-in to the new market. (4 pages max). |
|  | Please provide indicative details of:   * A communications and marketing plan * A Financial/Business Plan of how the market will operate including cash flow forecast for the contract term. |

1. **Tender Process**

Tenders will be evaluated on 70% Quality, 30% Price basis (with an attached business plan).

Quality submissions will be assessed as outlined in section 6.1 below.

1. **Quality** 
   1. The successful contractor will commit to complying with all the requirements listed in the specification. Failure to do so will result in exclusion from the evaluation process.
   2. Please provide the following as part of your submission:

* Insurance certificates for the following levels of cover:
* Professional indemnity - £2,000,000
* Public liability - £5,000,000
* Employers’ liability - £10,000,000 (if applicable)
* Your company details (if applicable) including:
* Registered address and number for a credit check to be carried out
* Main contact details for this procurement
* Type of organisation e.g., VCSE, sole trader, private company etc
  1. The Council is fully committed to improving the wellbeing of all who live and work in Haringey and London. In pursuit of these aims, we encourage contractors to pay those workers no less than the London Living Wage (as published by the Mayor of London from time to time – currently £11.05/hr).  However, this will not be a contractual obligation and shall not be taken into account in evaluation at any stage in this procurement. Please state approximately how many of your workers who would be employed on this contract are currently paid BELOW the London Living Wage. Please note this is for information only.
  2. The Tenderer must provide a Qualitative Delivery Proposal (QDP) as part of the Form of Tender (as outlined in section 7.1). The QDP shall include written details as to how the Tenderer intends to meet the requirements of the Employer. The total score for this section is 70%. Scores will be adjusted on a pro-rata basis against the total possible score of 100.
  3. The QDP must be provided in the order referenced and numbered. Please provide the following as part of your submission:

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| --- | --- | --- |
| **No.** | **Question** | **Weighting** |
| 1 | General experience and competence of company and personnel in this type of venture, including previous delivery of markets during the past three years (with relevant case studies that highlight the five priorities, from section 7.1.3) | 30% |
| 2 | Detailed methodology statement, identifying the vision for the market and plan for wider stakeholder engagement | 30% |
| 3 | Experience and ideas for promotion and co-ordination via outline of communications/marketing plan | 20% |
| 4 | Financial plan for delivering a market from 1 July 2022 to 31 March 2025 | 20% |
|  | | **100%** |

* 1. Answers will be scored using the following criteria:

| **Score** | **Criterion** | **Elemental Breakdown** |
| --- | --- | --- |
| **0** | **Question not answered.** | * No answer or response given or provided to the Question or part of the Question. * Inappropriate and irrelevant response. |
| **1** | **Poor –** Falls well short of meeting the requirements of the Question. | * Only a minimal response made to the Question or part of the Question being the subject of the response. * Fails to understand all of the requirements of the Question or part of the Question being the subject of the response. |
| **2** | **Low Expectations** - Meets some of the requirements of the Question. | * Covers a few of the elements / points set out in the Question or part of the Question being the subject of the response. * Does not however show a full understanding of the Question or part of the Question being the subject of the response. |
| **3** | **Satisfactory -** Largely meets the requirements of the Question. | * Indicates a broad understanding of the Question or part of the Question being the subject of the response but does not cover all the points required by the Question. |
| **4** | **Good** - Meets all major requirements of the Question. | * Meets most of the points set out in the Question or part of the Question being the subject of the response but is still a comprehensive response. * Provides a robust answer showing how the Tenderer will put theory into practice. * Workable and practical methods/ proposals provided in the response. |
| **5** | **Excellent -** Meets and complies with all the requirements of the Question. No Reservations. | * Fully complies with the Question or part of the Question being the subject of the response * Response demonstrates that the Tenderer has exceptional ability which shows clear potential to provide an exceptional service under the contract |

1. **Price**

* The budget for this commission should not exceed £5,000 p.a., (totalling £15,000 plus VAT over the three years’ funding).
* Bidders should submit a fixed fee for meeting the outputs outlined in the schedule of fees for the period of the contract and attach a high level business plan that covers the timescales for this commission.
  1. The price provided will be assessed as follows:

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| --- | --- | --- |
| Lowest submitted total price | X | 30% |
| Tenderer’s submitted total price |
|  |  |  |

For example, if the lowest price bid is £400 and the highest price is £600, the calculation of price score for the lowest price is (400/400 = 1) x 30 = 30. The calculation of price score for the highest price is (400/600 = 0.67) x 30 = 20.

1. **Interviews** 
   1. The Council officer responsible for the contract will invite shortlisted bidders to a panel interview. A presentation may be required to enable the procurement panel to clarify any issues regarding the bidders’ proposal.

**Timetable**

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| --- | --- |
| **Milestones** | **Timescale** |
| Request for Quotation issued | Monday 16 May |
| Deadline for questions relating to RFQ | Friday 24 June |
| RFQ submission deadline | Thursday 30 June |
| Interviews of shortlisted suppliers (If necessary) | W/C 4 July |
| Estimated date for notification of outcome | Thursday 7 July |
| Standstill period | Friday 8 July to Thursday 14 July |
| Appointment & anticipated start date | Monday 18 July |
| Inception meeting | W/C 18 July |
| Final market delivery | 31 March 2025 |
| Completion of final evaluation report | 1. April 2025 |

1. **How to respond**

12.1 Responses to this Request for Quotation are required by 6pm on Thursday 30 2022.

1. **SUBMISSION OF TEN****DERS USING HARINGEY PROCUREMENT & CONTRACT SYSTEM E-SOURCING PORTAL (HPCS)**
   1. Tenders must be returned complete with all supporting and any additional information, including electronic signatures and submitted using the online e-tendering system. File names of all documents submitted shall clearly state the name of the document and which Evaluation Criteria it is relevant to.
   2. The information and/or documents for this opportunity are available via HPCS which can be accessed via. <http://www.haringey.gov.uk/business/selling-council>

* Tenderers shall register on this site to submit their Tender Response. If already registered, Tenderers do not need to register again and may simply use their existing usernames and passwords.
* Tenders may be submitted at any time before the Deadline. Tenders received before the Deadline will be retained in a secure environment, unopened until the Deadline has passed. In any event, Tenderers should allow themselves adequate time before the Deadline for uploading their Tender Responses onto the e-tendering system and should not leave it until the last minute.
* If you experience any technical difficulties please contact the HPCS Helpdesk via email to: [hpcs@haringey.gov.uk](mailto:hpcs@haringey.gov.uk)
* The Council does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
* The contract will be awarded to the bidder with the most economically advantageous quotation denoted by the highest combined scores of quality and price. If there is a tie with the overall scores, the Bidder with the highest Quality score will be awarded the contract.
* The Council reserves the right to amend, vary, cancel, or withdraw this Request for Quotation at any time and not conclude a contract for services and or goods sought under this process. The Council may also decide to undertake specific elements in this brief and it would be reflected in the final contract.

13.3 **If you have any further questions, or wish to book a site visit, please contact:**

Graham Philpot – Principal Town Centre Regeneration Officer - East

Email: [Graham.Philpot@haringey.gov.uk](mailto:Graham.Philpot@haringey.gov.uk)

* All questions posed by bidders in relation to this opportunity will be recorded.
* Please entitle queries with the name of tender i.e., **RFQ, Place Consultant for Tottenham Green Market.**
* A copy of all questions and answers will be maintained and distributed to all recipients of the RFQ unless a bidder requests the information is excluded on grounds it is commercially sensitive. If the Council agrees the information is commercially sensitive, the Council may then elect to exclude it in whole or in part.
* The Council will endeavour to circulate a complete list of answers to all questions submitted, 1 week before the closing date (Friday 24 June 2022).
* Queries received after the closing date for receipt of queries on Friday 24 June 2022 may not be answered.

1. **Right to Amend, Vary, or Cancel**
   1. The Council reserves the right to amend, vary, cancel or withdraw this Request for Quotation at any time and not conclude a contract for services and or goods sought under this process.
   2. The Authority reserves the right, at any time and at its discretion to:

* Cancel or withdraw from the procurement process at any stage
* Not to award a contract
* Require a bidder and/or a member(s) of its consortium to clarify their Quotation in writing and/or provide additional information (failure to respond adequately, may result in a bidder not being successful); and/or
* Amend the terms and conditions of the tender process
  1. The Authority is not liable for any costs or other losses resulting from the cancellations or variation of this process, nor for any costs incurred by organisations by taking part in the procurement process.

**15 Confidentiality and Ownership of Documents**

* + The Tender Documents and all other documentation issued by the Council relating to the Contract/s shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority, save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender or as required to be disclosed in accordance with the law.
* The copyright in all the Tender Documents and any responses or additional information supplied by the Authority shall vest in the Authority and all such documents and all copies thereof are and shall remain the property of the Authority and must be returned to the Authority upon demand.

1. **General Conditions and Important Notices**

**16.1 General Notices**

* The Quotation including price should remain valid for a minimum period of 90 days from the deadline.
* Under the contract the Authority will require compliance with its policies. Bidders are advised to satisfy themselves that they understand and accept all of the requirements of the contract before submitting their Quotation.
* The Authority reserves the right to issue supplementary documentation at any time during the quotation process to clarify any issue or amend any aspect of the RFQ. All such further documentation that may be issued shall be deemed to form part of the RFQ and shall supplement and/or supersede any part of the RFQ to the extent indicated.
* It is the bidder’s responsibility to ensure that the RFQ has been completed accurately. All of the information presented will be taken at face value and the Authority reserves the right to request clarifications.

**16.2 Authority’s Right to Reject**

16.2.1 The Authority reserves the right to reject or disqualify a bidder where:

* A Quotation is completed incorrectly, is materially incomplete or fails to meet the Quotation requirements which have been notified to bidders.
* Fixes prices in its RFQ in accordance with any arrangement with any person or by reference to any other RFQ; and/or
* Has directly or indirectly canvassed any member or official of the Authority concerning award of the Contract. Or who has directly or indirectly obtained or attempted to obtain information from any member or official concerning any other Tenderer or Tender submitted by any other Tenderer; and/or
* Has done anything improper to influence the Authority during the tender period; and/or
* The bidder contravenes any of the requirements of this RFQ; or
* There is a material and adverse change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the bidder (and/or a member(s) of its consortium).
  + 1. The disqualification of a bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a bidder may attract.
  1. **Canvassing** 
     1. The Authority reserves the right to disqualify (without limiting the remedies the Authority may seek, or the other action the Authority may take) any bidder who, in connection with this RFQ:
* Offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this RFQ;
* Does anything which would constitute a breach of a relevant breach of the Bribery Act 2010;
* Directly or indirectly canvasses any member or officer of the Authority in connection with this RFQ; or
* Contacts any member or officer of the Authority prior to contract signature about any aspect of this RFQ in a manner not permitted under the Terms of this RFQ.

1. **Conflicts of Interest** 
   1. The Authority requires any and all actual or potential conflicts of interest to be disclosed by the bidder and resolved to the Authority's reasonable satisfaction prior to entry of any Contract. Failure to declare and/or resolve such conflicts to the reasonable satisfaction of the Authority could result in the withdrawal of the relevant award of Contract.
   2. **Non-Collusion** 
      1. The Authority reserves the right to disqualify (without limiting the remedies the Authority may seek, or the other action the Authority may take) any bidder who, in connection with this RFQ:

* Fixes or adjusts the amount of this Quotation by or in accordance with any agreement or arrangement with any other bidder or member of that bidder's consortium (other than a member of its own consortium);
* Enters into any agreement or arrangement with any other bidder or member of that bidder's consortium to the effect that he shall refrain from making a Quotation or as to the amount of any Quotation to be submitted.
* Causes or induces any person to enter such agreement as is mentioned in either of the two preceding paragraphs or to inform the bidder or member of that bidder's consortium of the amount or approximate amount of any rival Quotation.
* Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Quotation; or
* Communicates to any person other than the Authority the amount or approximate amount of his proposed Quotation (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Quotation).
  1. **Confidentiality** 
     1. This RFQ has been made available by the Authority on condition that:
* Bidders shall at all times treat the RFQ information as confidential
* Subject to the exceptions referred to below, bidders shall not disclose, copy, reproduce, distribute or pass the RFQ Information to any other person at any time
* Bidders shall not use the RFQ Information for any purpose other than for the purposes of making (or deciding whether to make) a Quotation; and
* Bidders shall comply with the specified restrictions on publicity activity within any section of the media or similar.
  + 1. Where a bidder is a consortium, the bidder shall ensure that each member of their consortium who receives any of the RFQ Information is made aware of, and comply with, the provisions of this section as if they were a bidder in their own right.
    2. Bidders may disclose, distribute, or pass the RFQ Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers to the bidder or the bidders' insurers) if either:
* This is done for the sole purpose of enabling a Quotation to be made and the person receiving the RFQ Information undertakes in writing to keep the RFQ Information confidential on the same terms as set out in this RFQ; or
* The bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the RFQ Information.
  + 1. The Authority may disclose detailed information relating to Quotations to the Authority members, officers, employees, agents or advisers and they may make the Quotations available for inspection by Authority members, officers, employees, agents or advisers to the Authority.
    2. The Authority also reserves the right to disseminate information that is materially relevant to all bidders, even if the information has only been requested by one bidder, subject to the duty to protect any bidder's commercial confidence in its Quotation. Should bidders wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another bidder a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other bidders" and the bidder must set out the reason or reasons for the request for non-disclosure to other bidders. The Authority will act reasonably as regards the protection of commercially sensitive information relating to the bidder, subject to duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
  1. **Non-Disclosure Agreement**
     1. The Authority may require tenderers to complete a Non-Disclosure Agreement before releasing confidential information relating to the tender.
  2. **Intellectual Property**
     1. The copyright of this RFQ is vested in the Authority and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Quotation. All documentation supplied by the Authority in relation to this RFQ is and shall remain the property of the Authority and must be returned on demand, without any copies being retained.
  3. **Accuracy of the RFQ Information and Liability of the Authority and its Advisors**
     1. The RFQ Information has been prepared by the Authority in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the detailed information contained in this RFQ and should carry out their own due diligence checks and verify the accuracy of the detailed information contained in this RFQ. Nothing in this RFQ is, or should be construed as, a promise or representation as to the future.
     2. This RFQ sets out the Authority’s current requirements in respect of the contract. In the event of any inconsistency or conflict between this RFQ and any communication previously issued by the Authority (including any market engagement documentation or sessions), this RFQ will take priority over such communication to the extent of any inconsistency.
     3. Bidders considering entering into a contractual relationship with the Authority should make their own enquiries and investigations of the Authority requirements beforehand. The subject matter of this RFQ shall only have contractual effect when and to the extent it is contained in the express terms of an executed contract.
     4. None of the Authority’s members, officers, employees, agents or advisers make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the RFQ Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the bidder on the RFQ Information or any part of it).
  4. **The Bidding Process and Costs**
     1. Any costs, expenses and liabilities incurred in connection with preparation and submission of the Quotation will be borne by the Bidder. The Bidder shall have no claim whatsoever against the Authority in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Bidder or any other Bidder save as expressly provided for in the Contract and (save to the extent set out in the Quotation Documents) no compensation or remuneration shall otherwise be payable by the Council to the successful Bidder in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Bidder or otherwise.
  5. **Freedom of Information**
     1. The Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Local Government Transparency Code 2015 impose duties of openness on public authorities which will have an effect on how they treat procurement information.
     2. Bidders should satisfy themselves as to the implications of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Local Government Transparency Code 2015 and seek legal advice as necessary.
     3. The Authority in any event reserves the right to publish the amounts of Tenders and the name of the successful Tenderer and to publish such information regarding Tenders as it may be required to publish in accordance with EU or other procurement rules with which the Authority must comply.
  6. **Tenderer’s Warranties**
     1. In submitting a RFQ the Tenderer warrants, represents and undertakes to the Council that:
* All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Tender are true, complete and accurate in all respects.
* It has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of this to the Council.
* It is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council which may adversely affect such financial standing in the future.
* It has and has made arrangements to ensure that it will continue to have sufficient working capital, skilled staff, equipment, and other resources available to deliver the Services in accordance with the Contract and for the initial Contract Period and any period of extension, as stated in the agreed Contract.
* It has obtained, or it has made arrangements to ensure that it will have obtained by the Commencement Date, all and any necessary consents, licences and permissions to enable it to carry out the Services and it will throughout the Contract Period obtain and maintain all further and necessary consents, licences and permissions to enable it to continue so to do.
  1. **Transparency Code**
     1. The Authority is committed to being transparent and accountable and the Local Government Transparency Code 2015 imposes duties of transparency and openness on public authorities.
     2. The Authority publishes information on expenditure over £500 and procurement information on all contracts over £5000 via the Authority’s website (including commissioned activity, purchase order, framework agreement or any other legally enforceable agreement). Bidding organisations should be aware that details relevant to the publication of such data may be made publicly available.