

SOUTH RIBBLE BOROUGH COUNCIL

Invitation to Quote

Land at Malt Kiln Fold, Moss Side

1. Licensee Obligations

South Ribble Borough Council seeks an organisation to become Licence Holder; this includes:

- Use and maintenance of the land at Malt Kiln Fold
- Fishing Rights
- Maintenance of the Fishing pegs
- The day-to-day management of the waters including enforcement/ bailiff facilities
- Arrange for the printing/ sale/ distribution of fishing permits
- Working in partnership with other organisations to protect the flora and fauna in and around the land

2. Background Information

The land at Malt Kiln Fold is an area of Public Open Space in Moss Side, Leyland. The area includes a fishing pond and its banks, orchards, woodland area, grassed area (maintained by South Ribble Borough Council), wildflower meadow and a small dipping pond which is rich in plant, invertebrate and amphibian species including the protected Great Crested Newt. The area is heavily used by members of the public, and has to be maintained and protected to a high standard. Knowledge of dealing with protected species like the Great Crested Newt is a must to ensure the species continue to thrive, though help and guidance will be given by South Ribble Borough Council. Within the wider area of the land are walkways, bridleways and a rugby club. Cooperation with these associations is encouraged.

3. Requirements

Any submission to obtain the Licence shall look at the following areas:

Organisational Capability – detailing the necessary skills and expertise to manage the land and an active fishery, having the appropriate constitutional arrangements and openness and accountability to work with their members, partners, stakeholders and the Council to deliver quality land management and fishing at Malt Kiln Fold. Please provide details of your organisations overall vision for the area and provide your first years Business delivery plan

- **Key Criteria** – detailing the management arrangements for the ongoing running and development of the land and the fishing pond within the Licence area; including:
 - Working with external parties to ensure the safety of the wildlife
 - Granting of fishing permits to meet the needs of all
 - Management of the waters, banks and fishing pegs
 - Bailiffing the pond
 - Maintenance of the surrounding areas

- **Added Value** – what additional benefits might be offered to enhance the land and fishing provision in the area. This should include but is not exhaustive to the development of Disabled Fishing and Junior Fishing
- **Partnership Working** – the ability to work with the Council’s Neighbourhood Services Department, Community Involvement Department the Environment Agency staff and other community groups on site such as the Rugby Club and Bridleway Association and ensure a robust management plan for the land and its surroundings. This includes working with the Neighbourhood forum with the Love Leyland project.

These sections are detailed more below

3.1 Organisational Capability

3.1.1 Organisational Capacity- Please provide details of the organisational capacity. Please note that the organisation needs to be appropriately constituted.

3.1.2 Experience – there shall be an ability to show the necessary skills and experience to manage an active fishery and the necessary personnel available (be it paid or voluntary)

3.1.2 Information Provision – appropriate media (including noticeboards, newsletters and social media) shall be available with the following being readily available:

- Details of membership
- Meeting dates including agendas and minutes of meetings
- Annual accounts
- List of Fees
- Details of Disciplinary & Appeals Procedures
- Business Delivery Plan

3.1.3 Meetings – there shall be a scheduled annual meeting with officers of the council at which the following shall be provided

- Report of maintenance works undertaken
- Schedule of permits and tickets sold
- Copy of the annual accounts
- Confirmation of Public Liability Insurance Cover
- Agreed tariff charges

3.1.4 Insurance – Public Liability cover to the value of £5million shall be maintained throughout the duration of the licence term. Details of the cover shall be forwarded to the Council annually

3.1.5 Rules/ Conditions of Use – shall be developed and be readily available in key places including noticeboards (to be placed in locations agreed by the Council)

3.1.6 Determination of the Agreement – this may be done by either party by giving 12 months’ notice to terminate. There are however provisions to terminate the agreement in the event on non-compliance/ breach

3.2 Key Criteria

3.2.1 Granting of Fishing Permits and Tickets – there shall be arrangements made for the following:

- Printing of permits and tickets for fishing

- Develop permit conditions, which shall be published on noticeboards and social media
- Retain details of permits for inspection
- Set tariffs for permits

3.2.2 Management of the land and waters – the following shall be undertaken

- Cut weed, remove reeds and other water plants as required and clear the waters of debris on or near the bank including the vicinity of any culverts to maintain adequate water levels and to enable the effective use of the waters where appropriate, and to be left in good condition by the 30th September each year;
- Cut and trim trees and bushes and shrubs which are in obstruction to the fishing rights on an annual basis in accordance with the annual works programme approval of which has been obtained from the Council working in a conservation area;
- Arrange for the removal of all debris created as a result of performing the obligations above. Such removal to be carried out in a safe manner as approved by the Council;
- Ensure existing fishing pegs or platforms are regularly inspected, maintained and in an accessible safe and fishable condition and that the same are kept clean and tidy in appearance and free from graffiti. Those fishing pegs should be numbered and documented with location maps being readily available for all partners and stakeholders use;
- Ensure the immediate closure of pegs deemed to be unsafe and ensure rectification of the same at the earliest opportunity;
- Provide the Council with a plan detailing the number of pegs in place and their location and to provide updated versions of the same when necessary;
- Liaison with the Council and Environment Agency in relation to the construction of permanent pegs or structures on the waters and the Council shall provide advice and direction in relation to the planting of the areas between said pegs;
- The weekly inspections of all lifebuoys in fishery areas and the recording of inspections being retained. This would include retrieving lost or stolen life buoys, replacing buoys once found, cleaning the buoys and housings and reporting any defects to the Council.
- Liaison with the Council officers to include annual meeting to discuss programme of works and any issues arising. Any limitations to works including protected areas/species should be adhered to.

3.2.3 Bailiffing of the pond – there shall be adequate bailiffing of the waters

Including the following:

- Enforcement against illegal fishing
- Provision of a single contact point whereby the Council can report problems and expect the same to be appropriately rectified within 24 hours.
- Bailiffs appointed to manage the waters are suitably trained and have photographic identity card bearing the signature of the Bailiff.
- Ensuring no damage is done to the waters and in particular to the banks of the waters and to make adequate compensation for any such damage
- Fishing rights are exercised in a fair and sportsmanlike manner and only during the proper seasons

- Guard against the capture of fish by any device or apparatus other than rods and lines with ordinary landing nets as auxiliary
- Not to allow boats on the water for the exercise of the Fishing Rights
- Prevent obstructions or unlawful impediments to the exercise of any public or private rights of way, navigation or passage, which may exist over the Premises
- Ensure that no vehicles belonging to permit holders or their lawful visitors are parked on the premises
- Adherence to Bylaws affecting the use of the pond and land included in the licence
- Agreement on authorised fishing hours to ensure minimal disturbance to neighbouring residents
- Ensure all are respectful to countryside flora, fauna and wildlife. Avoiding unnecessary harm or injury to wildlife or protected species. Ensure that no plant or animal species are moved/ introduced to waters without permission on the Council. This includes aquatic weeds
- Work with the Council and the Environment Agency in emergency situations to ensure public safety around the pond;

4. Added Value

4.1 Facilities for the disabled – there shall be adequate provision maintained for the disabled

4.2 Youth & Community Development - a programme of Junior Development shall be organised to ensure sustainable continuation of Fishing. This shall include:

- Provision of free supervised sessions for Juniors and Families;
- Regular supervised sessions as part of a Junior Angling Club ;
- Establish the necessary Safeguarding Policies & Personnel.

5. Partnership Working

- Working in partnership with the Council’s Neighbourhood Services
- Working with the Council’s Community Involvement Team

6. Timescales

Invitations to Quote Published	31 st August 2018
Closing date for submissions	28 th September 2018
Shortlisting	3 rd October 2018
Award of Licence	10 th October 2018
Commencement of Licence	17 th October 2018

7. Period of Licence

Licence to occupy and manage land edged red on attached plan extending to an area of 0.82 hectares for a period of 12 months with the option to extend. Subject to termination by either party upon service of 6 months’ notice.

8. Submission Requirements

Submissions are to be made by 12pm on Friday 28th September 2018.

Submission shall be made using the Invitation to Quote Submission Form completing all questions asked, together with any additional information the applicant deems necessary.

9. Evaluation Method

Criteria	Max. Potential Score	Weighting	Total Max. Potential Score
(i) Organisational Capability & Experience (20%)	5	4	20
(ii) Ability to meet the Key Criteria (50%)	5	10	50
(iii) Added Value (15%)	5	3	15
(iv) Partnership Working (15%)	5	3	15

Bidders should ensure that they provide sufficient information to adequately cover the points included in the quality evaluation criteria listed above in their response.

All responses will be assessed based on the following scoring methodology:

0	No response
1 Inadequate	Significant indications that the proposal lacks certain requirements in this area to achieve the required standard / information totally inadequate
2 Concerns	Some concerns that the proposal may lack certain requirements in this area to achieve the required standard
3 Minor Concerns	Information indicating potential to deliver outcomes with minor concerns
4 Potential	Information indicating potential to deliver outcomes
5 Capable	Comprehensive and strong information indicating proposal capable of delivering outcomes to required standard with added benefits

Where a score of 3 or above is not achieved for each element of the Quality Criteria, the bid may not be considered further.

During the evaluation period, the Council reserves the right to seek clarification, in writing or by means of a clarification meeting, with any or all of the Bidders.

Organisational Capability & Experience (20%)

Ability to meet the Key Criteria (50%)

Added Value (15%)

Partnership Working (15%)

10. Contact for Submission

Any queries in relation to this Invitation to Quote should be sent via email only to emycock@southribble.gov.uk