

**MACHRIHANISH AIRBASE COMMUNITY COMPANY (MACC)
INVITATION TO TENDER (ITT) FOR CONSULTANCY SERVICES**

MACHRIHANISH AIRBASE COMMUNITY COMPANY (MACC)

TENDER: CONSULTANCY SERVICES

PERIOD: JUNE 2010 TO AUGUST 2010

Enquiries: Mary Docherty
Secretary
Tel: 01586 554274
E-Mail: macc@machrihanish.org

Completed offers must be returned to:

Machrihanish Airbase Community Company
The Secretary
Redlands
7 North Shore Street
Campbeltown
PA28 6EQ

to arrive no later than 10 June 2010 Noon

Late offers will not be considered.

**MACHRIHANISH AIRBASE COMMUNITY COMPANY (MACC)
INVITATION TO TENDER FOR CONSULTANCY SERVICES**

CONTENTS

	Page No:
Instructions to Tenderers and General Conditions of Contract	3 - 4
1. Tender Process	5 - 7
2. Overview	7 - 8
3. Consultancy Requirement	9 - 11
4. Form of Tender: Pricing Schedule	12
5. Form of Tender: Declaration Page	13
Equal Opportunity in Employment	14
Race Relations	15
Tender Compliance Certificate	16
Yellow Page	17

MACHRIHANISH AIRBASE COMMUNITY COMPANY (MACC) INVITATION TO TENDER FOR CONSULTANCY SERVICES

1. INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT

Quoted Prices	1.1	The prices quoted on the Tender must be strictly nett prices and must be inclusive of Value Added Tax.
Payment of Invoices	1.2	Payment of invoices will be made by MACC within 28 days of the date of the invoice issued at the time of or subsequent to delivery of goods or performance of the service conforming to the terms and conditions of this Contract.
Yellow Page	1.3	Any clauses, conditions, amendments to specification or any other qualifications which a Tenderer may wish to make conditional to a tender MUST be entered by the Tenderer on the Yellow Page incorporated in the Tender and not on the Tender document.
Firm Tender	1.4	All Tenders will be regarded as FIRM PRICE TENDERS for the whole of the contract period unless that Tender bears a clearly stated endorsement indicating that the tender is submitted on a fluctuating or some other basis.
MACC Rights Relating To Tenders	1.5	MACC is not bound to accept the lowest or any Tender and reserves the right to accept any Tender in whole or in part.
Acceptance of Contracts	1.6	All contracts are accepted on behalf of MACC by issue of a Letter of Acceptance.
Capacity to Contract	1.7	Tenderers undertake to the best of their knowledge that there are no inhibitions, restrictions or prohibitions which in any way affect the capacity of the Tenderer to contract. In the event of any such inhibition, restriction or prohibition existing, it will be in the option of the MACC to determine the contract and to have the Contractor indemnify in full any loss resulting therefrom.
Failure to Conform	1.8	Should the Contractor fail to conform to any terms and conditions of the contract the MACC may, if it thinks fit, terminate the contract by giving the Contractor seven days (7 days) notice in writing and may enter into another contract with some other company, firm or person and all losses, expenses, costs and charges incurred in this connection shall be a debt due by the original Contractor to the MACC and may be deducted from any monies in the hands of the MACC or may be recoverable by legal action.
Assignment, Sub-Contracting etc	1.9	The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the contract or any part thereof or the advantage of the contract or any part thereof without the previous consent, in writing, of the MACC. Any breach thereof shall entitle the MACC to determine the whole contract or that part to which the breach relates or take any other remedies available to it.
Arbitration	1.10	If any question, dispute or difference shall arise between the MACC and the Contractor touching the contract or any matter arising under or out of the contract then and in such case, such question, dispute or difference shall be referred to a single arbiter to be mutually chosen and in the event of failure to agree the arbiter shall be the Sheriff of Campbeltown Sheriff Court at Campbeltown whose decision shall be in all cases and at all times final, binding and conclusive on the MACC and the Contractor, and such reference to arbitration shall be a submission within the meaning of the Arbitration (Scotland) Act 1894 and be subject to the provisions of the Act relating to arbitration.
Accuracy of Tenders	1.11	The MACC takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.
Alternatives	1.12	In the event that Tenderers wish to offer alternatives to the requirements specified in this tender document, it will be the Tenderer's responsibility to demonstrate to the MACC that the alternatives are fit for the purpose for which they are required.

**MACHRIHANISH AIRBASE COMMUNITY COMPANY (MACC)
INVITATION TO TENDER FOR CONSULTANCY SERVICES**

Waiver	1.13	No omission or delay by the MACC at any time to enforce any right or remedy reserved to it or to require performance by the Contractor of any of the terms of these General Conditions of Contract or of the Special Conditions of Contract shall be a waiver of any such right or remedy to which the MACC is entitled nor shall it in any way affect the right of the MACC to thereafter enforce such provision.
Validity Period	1.14	All Tenders submitted to the MACC must remain open for acceptance for a period of one hundred and twenty days (120) days from the Tender Closing Date.
Insolvency	1.15	Without prejudice to any other rights of the MACC, the MACC shall have the right to terminate the Contract by written notice immediately if the Contractor is:- (a) a company and passes a resolution for winding –up or dissolution (other than for, and followed by an amalgamation or reconstruction), or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge, or the company makes a composition or arrangement with its creditors, or the court makes an administrative order or a winding-up order, or; (b) an individual and is apparently insolvent or a petition is appointed for the Contractor’s bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Contractor, or makes a composition, conveyance or assignment or any arrangement with or for the benefit of creditors, or a trustee or administrator is appointed to manage his affairs; or (c) a firm or a number of persons acting together in any capacity and a petition is presented for the Contractor to be wound up as an unregistered company, or if any of the events in (a) and (b) of this condition occur in respect of the firm or any partner or any of those persons.
The Contract	1.16	These General Conditions of Contract shall be binding on the Contractor in full and no modification, alteration or amendment thereof shall be binding or be effective against the MACC unless such modification, alteration or amendment has been expressly agreed to and accepted in writing by the MACC.
Law of Scotland	1.17	All Contracts with the MACC will be governed by the Law of Scotland and subject to the jurisdiction of the Scottish Courts.

1. Tender Process

1.1 Further Information

1.1.1 Enquires should be addressed in writing to:

Machrihanish Airbase Community Company
The Secretary
Redlands
7 North Shore Street
Campbeltown
PA28 6EQ

1.2 Completion of Tenders

- 1.2.1 To assist in the evaluation process, Tenderers must follow the order of this document for their Tender submission. The same section headings should be used where appropriate. This includes using this document as a template for their response. An electronic copy can be e-mailed on request.
- 1.2.2 All entries in the Tender must be in ink or typewritten and all prices must be quoted in pounds sterling.
- 1.2.3 Any failure to respond to a point shall be considered as a non-compliant response.
- 1.2.4 Tender submissions must be submitted strictly in accordance with the provisions of this ITT. Tenderers must not make any changes to this document.
- 1.2.5 Tender submissions must not be
- Qualified
 - Conditional
 - Accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers
 - Any such condition or qualification must be clearly defined in the Yellow Page on Section 5
- 1.2.6 The submission and all associated documentation must be submitted in standard English language.
- 1.2.7 The Form of Tender documents at Sections 4 and 5 **MUST** be completed. Failure to complete these documents will result in the submission being deemed invalid.

1.3 Evaluation of Tenders and Acceptance of Tenders

1.3.1 The Contract will be awarded on the basis of the submission that is most economically advantageous, and the criteria for assessing this are as follows

Price 70%
Quality 30%

Quality will be assessed on Previous community buy-out experience, business planning experience, Previous technical experience, and references.

You should submit CV's of the people who will work on the contract along with 2 references from companies which you previously have worked with.

The MACC shall not be bound to accept the lowest or any Tender.

1.3.3 Tenders will only be accepted by the issue of a letter of acceptance by the MACC.

1.3.4 If asked, you must attend a meeting of the evaluation panel, in order to give a presentation, and answer questions on how you would conduct the services detailed in the Tender, should you be successful.

1.4 Timetable

1.4.1 The following timetable provides an indication of the key dates during the tender process:

Tender document available 25 May 2010

Final Date for requesting Tender Documents: 04 June 2010

Final date for receipt of Tenders: 10 June 2010 Noon

Short list of Consultants: 11 June 2010

Short listed consultants to be interviewed: 16 June 2010

Consultant Appointed: 18 June 2010

Consultant Commences Work: 21 June 2010

1.5 Submission of Tenders

1.5.1 Please forward five copies of your Tender in a plain sealed envelope to:

Machrihanish Airbase Community Company
The Secretary
Redlands
7 North Shore Street
Campbeltown
PA28 6EQ

1.5.2 Any Tender received after 10 June 2010 at Noon shall not be considered.

1.6 Validity Period

1.6.1 The Tender shall remain open for acceptance for a period of 120 days from the closing date for the receipt of tenders.

1.7 Collusive Tendering

1.7.1 Any Tenderer who:

fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangement with any other person; or

- (i) communicates to any person other than the MACC the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or a bond); or
- (ii) enters into agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (iii) offers or agrees to pay or to give or does pay or gives, any sum of money, inducement, or a valuable consideration, directly or indirectly to any person, for doing in relation to any other Tender or proposed Tender for the Services, any act or omission.
- (iv) gives any fee or reward the receipt of which is an offence under Section 68(2) of the Local Government (Scotland) Act 1973.

shall be disqualified without prejudice to any other civil remedies available to the MACC and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

2. Overview

2.1 Background

2.1.1 MACC is a company limited by guarantee and not having a share capital incorporated on 05 September 2008.

2.1.2 The aims and objectives of the group are to manage land and associated

assets for the benefit of the community in South Kintyre in the PA28 6 area by following principles of sustainable and community development including urban and rural regeneration.

2.1.3 In order to fulfil the aims and objectives MACC has formally lodged a right to buy under the Land Reform (Scotland) Act 2003 to purchase the site of over 1000 acres of land and 200+ buildings making up Machrihanish Airbase from the Ministry of Defence (MOD).

An independent valuation was carried out by CKD Galbraith valuers and on the 28 April, MACC were notified that the valuation of the airbase was £1 (one pound sterling).

2.1.4 MACC has been successful in registering an interest and the outcome of the community ballot to support the right to buy will be known on 25 May 2010 and approval to move forward in the right to buy process will be sought from Scottish ministers on the 26 May 2010. Following a successful ballot we have another deadline for submitting our bid along with a full business plan and outcomes appraisal that will be acceptable to the Scottish Government.

2.1.5 In order to take the right to buy to the next stage, MACC now require consultancy support to support the Directors over 4 key areas as outlined in Section 3.

2.1.6 Further information on MACC can be obtained from our website at www.machrihanish.org

3. CONSULTANCY REQUIREMENTS

3.1 Requirements

3.1.1 This section sets out the MACC requirements for consultancy to progress the right to buy application under the Land Reform (Scotland) Act 2003.

3.2 Period of Contract

3.2.1 The period of the initial contract will be June 2010 to August 2010 and there may be a further requirement after this time to continue utilising the consultancy services on an Ad Hoc basis depending on the final timescales of the right to buy process agreed with both Scottish Ministers and the MOD. All deliverables detailed below must be completed by 01 August 2010.

3.3 Consultancy Requirements

3.3.1 MACC require consultancy to provide 4 key deliverables under this contract. It is preferable that one consultancy be appointed to oversee all 4 outputs, although a partnership of consultancy firms with an appointed project manager from one firm would be considered. The areas are as follows:

- 1) Produce a Business Plan
- 2) Provide Organisational Development Support
- 3) Provide Community Participation
- 4) Technical Feasibility Study

3.3.2 Business Plan

To research business options for the airfield, provide a costing of the options and write up a full business plan to meet MACC directors and Scottish Government requirements under Land Reform (Scotland) Act 2003.

In order to achieve this there will be two key stages to the business plan:

Stage 1 - to establish existing business at the airbase.

Stage 2 - the preparation (with the community and all stakeholders) and implementation of a staged development plan for new business within the airbase site.

The business plan will include:

- Description of all elements involved in existing business
- Income/expenditure models/projections for existing business
- Funding model for purchase and management sources, partners etc
- Management model for Stage 1 after purchase (see Organisational

Development below)

- Options Appraisal of opportunities for Stage 2 of the business plan
- Risk Assessment: of identified liabilities (from the valuers report)

3.3.3 **Organisational Development**

For Stage 1 to determine how MACC need to prepare and organise themselves for the purchase and management of Stage 1 to run the existing business of the airfield. This will include:

- Assessment of existing management/board structure (fit for purpose)
- Skills and experience audit
- Legal structure moving forward
- Financial and management structure moving forward
- Staffing requirements
- Wider membership development

3.3.4 **Community Participation**

An important element to developing the business plan of MACC to purchase the airbase is to ensure the community are engaged throughout the process.

Community participation is required to ensure MACC actively involve the local community to build confidence and understand the purchase and implementation of Stage 1 (as detailed above). Furthermore Stage 2 will require community participation to establish future opportunities for the airbase which can then be built into the final business plan.

Community participation will require (but not limited to):

- A communication strategy for the period up to purchase and beyond for stages 1 and 2
- The production of a MACC bulletin (2 copies) to inform our community as work proceeds
- Holding 2 major community events to inform our community as work proceeds, one of which should be presenting the final business plan to the community.
- There should be a further 8 participation workshops relating to specific work streams, such as business/leisure etc. and other work streams as identified during the process.
- Promotional activities
- Awareness raising events
- Training

3.3.5

Technical Feasibility Study

The successful tenderer will undertake a technical feasibility study into the two key liability issues of the Water and Sewerage infrastructure and Contamination as follows:

- Provide a technical appraisal for the water and sewerage infrastructure for the air base recommending the best solution for the future of the infrastructure on the basis of ease of implementation, cost of implementation and future cash receipts that could be generated. The work will include test holes for spring water as a solution for the water supply along with the options of operating the system ourselves, through a partnership or with Scottish Water taking the system over (but to mention a few).
- Explore the hot spots for oil and munitions etc. in terms of the contaminated land on the site.

**SECTION 4: FORM OF TENDER FOR CONSULTANCY SERVICES
PRICING SCHEDULE**

Machrihanish Airbase Community Company

Tender: Consultancy Services

Period: June 2010 to August 2010

<i>Deliverable</i>	£
Research, develop and write up a final business plan	
Provide organisational Development Support	
Community participation	
Technical Feasibility Study	
Total Cost	
All other charges applicable in this tender and not listed above should be included in this table.	

NB The above figures should all include VAT

Signature: _____

Designation: _____

Name of Firm: _____

Date: _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE.

SECTION 5: FORM OF TENDER FOR CONSULTANCY SERVICES

Machrihanish Airbase Community Company

Tender: Consultancy Services

Period: June 2010 to August 2010

DECLARATION PAGE

I/We hereby offer to supply and deliver the services specified in the foregoing schedule; all in accordance with MACC Instructions to Tenderers and General and Special Conditions of Contract.

Name of Firm: _____

Address: _____

Postcode: _____

Telephone No: _____

FAX No: _____

VAT Registration No: _____

Signature of Authorised
Officer of the Firm: _____

Designation: _____

Date: _____

In the event that the signatory is not the Tenderer or a Director or Secretary of the Tenderer then this offer should be accompanied by a letter from the Tenderer confirming the authorised officer's authority to bind the Tenderer

Name of Person to contact
regarding this tender
(BLOCK CAPITALS): _____

Telephone No: _____ Extension _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE.

SECTION 5: FORM OF TENDER FOR CONSULTANCY SERVICES

Machrihanish Airbase Community Company

Tender: Consultancy Services

Period: June 2010 to August 2010

EQUAL OPPORTUNITY IN EMPLOYMENT

I/We hereby confirm that to the best of my/our knowledge and belief, I/we have complied with all statutory requirements in respect of ensuring equal opportunity in employment.

Signature: _____

Designation: _____

Name of firm: _____

Date: _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE.

SECTION 5: FORM OF TENDER FOR CONSULTANCY SERVICES

Machrihanish Airbase Community Company

Tender: Consultancy Services

Period: June 2010 to August 2010

RACE RELATIONS

1. Is it your policy as an employer to comply with your statutory obligations under the Race Relations Act 1976 and, accordingly, your practice not to treat one group of people less favourably than others because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employees?
YES/NO

2. In the last three years, has any finding of unlawful racial discrimination been made against your organisation by any court or industrial tribunal?
YES/NO

3. In the last three years, has your organisation been the subject of formal investigation by the Commission for Racial Equality on grounds of alleged unlawful discrimination?
YES/NO

4. If the answer to Question 2 is in the affirmative or, in relation to Question 3, the Commission made a finding adverse to your organisation what steps did you take in consequence of that finding?

5. Is your policy on race relations set out (please tick as appropriate)
 - (a) in instructions to those concerned with recruitment, training and promotion; _____
 - (b) in documents available to employees, recognised trade unions or other representative groups of employees _____
 - (c) in recruitment advertisements or other literature? _____

6. Do you observe as far as possible the Commission for Racial Equality's Code of Practice for Employment, as approved by Parliament in 1983, which gives practical guidance to employers and others on elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities?
YES/NO

Signed _____

Designation _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE_

SECTION 5: FORM OF TENDER FOR CONSULTANCY SERVICES

Machrihanish Airbase Community Company

Tender: Consultancy Services

Period: June 2010 to August 2010

TENDER COMPLIANCE CERTIFICATE

I/We hereby certify that no alteration, amendment nor qualification to the tender document as issued has been made other than as stipulated in the following Yellow Page.

Signature: _____

Designation: _____

Name of firm: _____

Date: _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE.

SECTION 5: FORM OF TENDER FOR CONSULTANCY SERVICES

Machrihanish Airbase Community Company

Tender: Consultancy Services

Period: June 2010 to August 2010

YELLOW PAGE

In accordance with clause 1.3 of the Instructions to Tenderers and General Conditions of Contract the Tenderer must enter on this sheet any clause, condition, amendment to specification or any qualification the Tenderer may wish to make conditional to this offer.

If there is insufficient space on this page for all entries the Tenderer would wish to make the Tenderer may submit additional pages as required. Any additional pages must be clearly marked "Yellow Page" and must bear the name, schedule number and period of the tender. Further the signing particular as outlined below must be included on any additional page.

Signature: _____

Designation: _____

Name of firm: _____

Date: _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE.