A

East Cambridgeshire District Council

EXPRESSION OF INTEREST

FISHING RIGHTS AND LAKE MANAGEMENT AT LAKE VIEW BEREAVEMENT CENTRE, MEPAL.

EXPRESSION OF INTEREST

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EXPRESSION OF INTEREST

SECTION 1: INTRODUCTION

1. General Requirements

1.1. East Cambridgeshire District Council (hereafter referred to as "the Council") invites expressions of interest from suitably experienced fishing clubs, syndicates, community organisations or other appropriate bodies interested in obtaining a Licence to Fish at the lake within the grounds of Lake View Bereavement Centre, Mepal. The Licence will permit the successful organisation to manage and operate controlled recreational fishing activities in accordance with the Council's requirements, whilst ensuring compatibility with the site's principal purpose as a bereavement facility. The Council will retain ownership, possession, management and overall control of the lake and surrounding land at all times. The Licence will grant limited, non-exclusive permission to undertake fishing activities from approved fishing positions and to exercise associated rights of access.

1.2. The Council's detailed requirements are defined in Section 2: Specification.

1.3. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Expression of Interest (EOI), please contact the Officer detailed in Table B.

1.4. The Council reserves the right to:

1.4.1. carry out due diligence checks on the awarded Potential Supplier;
1.4.2. amend the Heads of Terms included at Appendix 1;
1.4.3. abandon the process at any stage without any liability to the Council; and/or
1.4.4. require the Potential Supplier to clarify its submission in writing and if the Potential Supplier fails to respond satisfactorily, this may result in the Potential Supplier being rejected from the process.

1.5. The Council also reserves the right, at any point and without notice, to discontinue this process without awarding a Licence, whether such discontinuance is related to the content of the Responses or otherwise. In such circumstances, the Council will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all quotations, proposals and submissions relating to this EOI entirely at your own risk.

1.6. All documents and materials, which comprise the EOI response, must be written in English only.

1.7. Quotations are to remain open for acceptance for a period of 120 days from the Deadline for Submission of Bids.

1.8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and located within the question asked, as this

will be the single source of information on which responses will be scored and ranked.

1.9. **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

1.9.1. Potential Suppliers are advised that the Council believes that the transfer of undertakings (protection of employment) regulations 2006 and/or European Communities acquired rights directive 2001/23EC do not apply to this contract at its commencement.

1.9.2. However, Potential Suppliers must satisfy themselves as to whether, in their view, the TUPE regulations will apply and the extent of their obligations in relation to pensions. Potential Suppliers are advised to seek independent professional advice on the consequences for them if they are the successful provider(s) and the TUPE regulations are held to be applicable.

1.10. **Rights of the Council in Relation to the EOI**

1.10.1. The Council reserves the right to:

a. Waive or change the requirements of this EOI at any time during the procurement process without prior (or any) notice being given by the Council;
b. Make changes to the timetable, structure or content of this EOI or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable;
c. Abandon the process at any stage without any liability to the Council, or to re-invite responses on the same or any alternative basis;
d. Choose not to award any contract as a result of this process; and/or
e. Reject any EOI Responses that are over budget without further evaluation of the response.

1.11. Answer fully all relevant questions and respond in accordance with any specific requests as detailed in the question e.g., maximum word/page limits, etc.

1.11.1. Where the Council has identified word limits, Potential Suppliers are strongly requested to adhere as closely to these as possible. Whilst it is not the Council's intention to count the number of words a Potential Supplier uses in their responses, if the Council reasonably determines that a word limit has been exceeded, it may take that into account when awarding a score for that question; i.e.; words submitted over this limit may/will not be evaluated;

1.11.2. All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. Potential Suppliers must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Potential Suppliers must not attempt to circumnavigate the word limit e.g., by joining up words or using special characters to join words. Words submitted over this limit will not be evaluated.

1.11.3. Submit any attachments requested in an acceptable format to the Council which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted.

1.11.4. Submit any zipped files in WinZip format only.

2. Procurement Timetable

2.1. This EOI follows a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Potential Suppliers are treated equally.

2.2. All documents, which comprise any EOI Response, must be received by the Council no later than the Deadline for Submission of Bids, set out in Table A, below.

2.3. The EOI process is intended to follow the timetable set out in Table A, below.

TABLE A

ACTIVITY	TIME AND DATE (as applicable)
1. Expression of Interest Documents issued	Tuesday, 1 December 2026
2. Deadline for Questions from Potential Suppliers	on Thursday, 10 December 2026
3. SITE VISITS (UPON REQUEST)	
4. Deadline to Provide Answers to Questions from Potential Suppliers	Wednesday, 16 December 2026
5. Deadline for Submission of Bids	on Thursday, 7 January 2027
6. Evaluation of Bids Received*	Friday, 15 January 2027
7. Licence Award*	Friday, 29 January 2027
8. Pre-Licence Meeting(s)*	Monday, 1 February 2027
9. Mobilisation and/or Transition Period*	Sunday, 28 February 2027
10. Licence Commencement*	Monday, 1 March 2027
11. Licence Period End	Sunday, 29 February 2032
12. Maximum Licence Period End (including any further Licence Periods)*	Saturday, 28 February 2037

2.4. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. *, are provided for **guidance only** and are **subject to change** at short notice.

2.5. Any EOI received after the Deadline for Submission of Bids identified in Table A, may be rejected. Therefore, it is the Potential Supplier's responsibility to ensure that the deadline is not breached.

3. Clarification Questions

3.1. Any queries about this document, the process, or the proposed Licence, should be referred via e-mail to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date found in Table A.
3.2. A copy of all requests for clarifications and the responses will be published to all potential suppliers, where the clarification and response are not considered confidential.
3.3. If a potential supplier wishes the Council to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will publish in an anonymised format.
3.4. The deadline for receipt of clarifications relating to this procurement is set out in the procurement timetable. Clarifications sent to the Council after this deadline may not be responded to.

TABLE B

Name	Marisa Rogers-Jones
Job Title	Crematorium and Bereavement Service Manager
E-Mail address	Marisa.Rogers-Jones@eastcambs.gov.uk

4. Quotation Responses

Should you wish to take part in the selection process, please complete this EOI and return it by e-mail to the Officer detailed in Table B, no later than the Deadline for Submission of Bids set out in Table A.

5. Evaluation of Quotations

Evaluation Area	Weighting
Experience, Governance and Organisational Capability	15%
Management and Operation of Fishing Activities	20%
Health, Safety and Risk Management	20%
Environmental Management and Lake Stewardship	20%
Compatibility with Lake View Bereavement Centre	20%
Financial Sustainability and Value	5%
TOTAL	**100%**

5.1. **THOSE POTENTIAL SUPPLIERS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL BE REJECTED FROM THE PROCESS.**

5.2. Any bids which are not compliant or not completed fully will be rejected. If a bid is eliminated for any reason, the price submitted within the quote concerned shall also be excluded from the evaluation. Based on the information provided by Potential Suppliers, each compliant EOI Response will be evaluated based on the following criteria.

SECTION 2: SPECIFICATION

1. Introduction and Background

East Cambridgeshire District Council ("The Council") is inviting expressions of interest from suitably experienced fishing clubs, syndicates, community organisations or other appropriate bodies interested in entering into a Licence to Fish for the management and operation of fishing activities at the lake located within the grounds of Lake View Bereavement Centre, Mepal.

The Council will retain ownership, possession, management and overall control of the lake and surrounding land. The successful organisation will be granted limited, non-exclusive permission to undertake fishing activities from approved fishing positions and to exercise the associated rights of access specified in the Licence.

The lake forms an important landscape and ecological feature of the site and any future use must be compatible with the centre's primary purpose as a place of remembrance, reflection and support for bereaved families.

2. Scope

The successful Licensee will be expected to:

- Administer and manage fishing activities within agreed areas of the lake.
- Ensure all members hold appropriate licences and comply with relevant legislation.
- Operate a catch-and-release policy unless otherwise agreed by the Council.
- Monitor fish stocks and report any concerns relating to fish health, water quality or environmental conditions.
- Manage litter and maintain fishing areas to a high standard.
- Ensure activities are undertaken in accordance with the Landscape and Ecological Management Plan (LEMP), all site rules and all risk assessments.
- Maintain appropriate public liability insurance.
- Cooperate with inspections, surveys and monitoring undertaken by the Council.

3. Statement of Requirements

The Council wishes to appoint a suitably qualified organisation that can:

- Manage recreational fishing in a safe, responsible and environmentally sustainable manner.
- Protect and enhance the biodiversity and ecological value of the lake and surrounding habitats.
- Promote high standards of behaviour amongst members and visitors.

- Support the ongoing maintenance and stewardship of the lake environment.
- Ensure fishing activities do not impact upon funeral services, memorial events or visitors to Lake View Bereavement Centre.
- Work collaboratively with the Council and Lake View Bereavement Centre staff.

4. Implementation Criteria/Licence Period

Initial agreement:

- The proposed Licence shall commence on 1 March 2027 and shall initially operate for a six-month trial period.
- The arrangement shall be formally reviewed by the Council before the end of the initial six-month trial period. Continuation beyond the trial period shall be subject to satisfactory performance and the Council being satisfied that the fishing activities remain compatible with the operational, environmental and sensitive nature of Lake View Bereavement Centre.
- Subject to a satisfactory review, the Licence may continue for a period of up to five years calculated from the original commencement date, with annual reviews throughout that period.
- Subject to satisfactory performance, the Council's operational requirements, appropriate property and legal advice and all necessary Council approvals, the parties may agree a further Licence period of up to five years, giving a maximum overall period of ten years from the original commencement date.
- The successful Licensee shall have no automatic right to renewal or extension.

5. Performance Monitoring and Review/Project Management

The Licence will be monitored against the following:

- Fishery management performance.
- Health and safety compliance.
- Environmental stewardship.
- Compatibility with bereavement operations.
- Reporting of incidents, fish health concerns and environmental issues.
- Compliance with approved site rules and risk assessments.

6. Social Benefits

Potential suppliers should identify:

- Biodiversity improvements.
- Environmental enhancement activities.

- Volunteer involvement.
- Community engagement.
- Lake stewardship initiatives.

7. Data Management / UK General Data Protection Regulation (UK GDPR)

As a data controller, we are committed to upholding the principles of UK GDPR and the Data Protection Act 2018 (UK Data Protection Legislation) to ensure:

- that any processing is lawful, fair, transparent and necessary for a specific purpose;
- that data is kept accurate, up to date and removed when no longer necessary;
- that data is kept securely and safely; and
- transparency regarding use of personal (including special category) data.

The data controller has overall control of the personal data that it holds. The data controller is responsible for ensuring that its data processors are competent to process personal data in line with UK GDPR requirements. Under Article 28(1) data controllers are only permitted to use data processors that can provide “sufficient guarantees” to implement appropriate technical and organisational measures, to ensure the processing complies with the UK GDPR and protects the rights of individuals.

There have been no data protection implications identified for the initial provision of this service.

If, at any stage following the commencement of services the supplier requires access to personal data held by the data controller; the data controller will ensure that the appropriate provisions are put in place and documented, to allow the processing to be undertaken in accordance with UK Data Protection Legislation.

In this event, in accordance with Article 28 UK GDPR, the supplier as a ‘data processor’ must adhere to the following provisions:

- 28 (3)(a) only process personal data in line with the data controller’s documented instructions (including when making an international transfer of personal data), unless it is required to do otherwise by UK law.
- 28(3)(b) the data processor and its personnel must obtain a commitment of confidentiality from anyone it allows to process the personal data, unless that person is already under such a duty by statute.
- 28(3)(c) the data processor is obligated to take all security measures necessary to meet the requirements of Article 32 on the security of processing.
- 28(3)(d) the data processor should not engage another processor (a sub-processor) without the controller’s prior specific or general written

authorisation. Where authorisation is received, the sub-processor must offer an equivalent level of protection for the personal data.

- 28(3)(e) the data processor must take “appropriate technical and organisational measures” to help the data controller respond to requests from individuals to exercise their data rights.

- 28(3)(f) considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to investigate and report data breaches to the ICO and data subjects, where applicable.

- 28(3)(g) upon termination of services, the data processor must delete existing copies of the personal data and confirm in writing to the data controller that it has done so, unless UK law requires it to be stored. Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32.

- 28(3)(h) the data processor must provide the data controller with all the information that is needed to show that the obligations of Article 28 have been met; and allow for, and contribute to, audits and inspections carried out by the data controller, or by an auditor appointed by the data controller.

- The Potential Supplier shall comply with any further written instructions with respect to processing by the Council.

8. Appendixes and/or Annexes

No.	Document Name	Document Location
1.	Heads of Terms – Licence to Fish	Appendix A

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SECTION 3:

Expressions of Interest will be assessed using a combination of **Pass/Fail requirements** and **weighted quality criteria**.

Question	Evaluation Area	Weighting
7	Experience, Governance and Organisational Capability	15%
8	Management and Operation of Fishing Activities	20%
9	Health, Safety and Risk Management	20%
10	Environmental Management and Lake Stewardship	20%
11	Compatibility with Lake View Bereavement Centre	20%
12	Financial Sustainability and Value	5%
	Total	**100%**

Minimum Quality Requirements
The Council may reject an Expression of Interest where an individual scored criterion receives a moderated score below 2 out of 5, or where the proposal presents unacceptable health and safety, environmental, operational or other material risks to the Council or Lake View Bereavement Centre.

SUPPORTING INFORMATION

1. Please complete Section 3 below.

General Information		
Question 1:	**Scoring Methodology:** Question Answered? Yes/No	
1.1. (a)	Full name of the Potential Supplier completing Information	Click to enter text.
1.1. (b) (i)	Registered office address	Click to enter text.
1.1 (b) (ii)	Registered website address	Click to enter text.
1.1. (c) (i)	Trading Status	Choose an item.
1.1. (c) (ii)	*If you selected '**OTHER***', please specify	Click to enter text.
1.1 (d)	Date of registration in country of origin	Click to enter date.
1.1. (e)	Company registration number	Click to enter text.
1.1. (f)	Charity registration number	Click to enter text.

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General Information		
1.1 (g)	Head Officer DUNS number	Click to enter text.
1.1 (h)	Registered VAT number	Click to enter text.
1.1 (i)	Trading name(s) that will be used if successful in this procurement.	Click to enter text.
1.1. (j)	Are you a Small, Medium or Micro Enterprise (SME)?	Choose an item.
1.1 (k)	If applicable, details of immediate parent company	Click to enter text.
1.1 (l)	If applicable, details of ultimate parent company	Click to enter text.

PLEASE NOTE: To avoid any unnecessary duplication for the Potential Supplier, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this EOI Response, and all associated subsections therein contained:

i. Section 5: Freedom of Information; and
ii. Section 6: Declaration.

Contact Details and Declaration		
Question 2:	**Scoring Methodology:** Question Answered? Yes/No	
Potential Supplier contact details for enquiries about this EOI Response		
2.1. (a)	Contact name	Click to enter text.
2.1. (b)	Name of organisation	Click to enter text.
2.1. (c)	Role in organisation	Click to enter text.
2.1. (d)	Phone number	Click to enter text.
2.1. (e)	E-mail address	Click to enter text.
2.1. (f)	Postal address *including postcode*	Click to enter text.
2.1. (g)	Signature *electronic is acceptable*	Click to enter text.
2.1. (h)	Date	Click to enter date.

Insurance		
Question 3:	**Scoring Methodology:**	Pass/Fail Potential Suppliers who answer 'No' to any of the levels below will be eliminated from this procurement process.
Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the Licence? The levels of insurance cover are indicated below.		
3.1.	Employer's (Compulsory) Liability Insurance at no less than £10 million It is a legal requirement that all Potential Suppliers hold Employer's (Compulsory) Liability Insurance of £10 million as a minimum. Please note this requirement is not applicable to Sole Traders.	Choose an item.
3.2.	Public Liability Insurance at no less than £10 million	Choose an item.
3.3.	Professional Indemnity Insurance at no less than £10 million	Choose an item.

Requirements under Modern Slavery Act 2015		
Question 4:	**Scoring Methodology:**	Pass/Fail Potential Suppliers who answer 'No' will be eliminated from this procurement process.
4.1. (a)	The Council wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view	Choose an item.

Requirements under Modern Slavery Act 2015		
	that a person is being exploited or conducting any activities that contain violation of human rights. Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015?	
Failure to meet any mandatory requirement may result in exclusion from the procurement process		

UK General Data Protection Regulations (UK GDPR)		
Question 5:	**Scoring Methodology:** Pass/Fail Potential Suppliers who answer 'No' will be eliminated from this procurement process.	
5.1.	The Council wants to ensure that within your business and/or in its supply chain, the processing of personal data in connection with the proposed Licence is compliant with the requirements of the UK General Data Protection Regulations (UK GDPR) and Data Protection Act. Please confirm that you and your supply chain with regards to this EOI response comply with all applicable data protection legislation including but not limited to the UK General Data Protection Regulations (UK GDPR) and Data Protection Act.	Choose an item.

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Mandatory Requirements		
Question 6:	**Scoring Methodology:** Pass/Fail Potential Suppliers who answer 'No' to any of the part of Question 6 will be eliminated from this procurement process.	
6.1.	Please confirm your organisation is an appropriately constituted organisation or club.	Choose an item.
6.2	Please confirm your organisation will comply with site rules and conditions of use.	Choose an item.
6.3	Please confirm your organisation will comply with all health and safety requirements.	Choose an item.
6.4	Please confirm your organisation is committed to responsible environmental management.	Choose an item.
6.5	Please confirm your organisation will operate in a manner compatible with the Bereavement Centre.	Choose an item.
6.6	Please confirm your organisation will comply with reasonable Council instructions.	Choose an item.
6.7	Please confirm your organisation will not propose activities that conflict with the primary purpose of the site.	Choose an item.

The next set of questions **(7-12)** will be evaluated using the matrix below:

Score	Criteria for Awarding Score
0	Considered to be an **UNACCEPTABLE response** on the basis that: • No response provided, or response is entirely irrelevant or incoherent.
1	Considered to be a **VERY LIMITED response** on the basis that: • Response is vague, lacks detail, and does not address key criteria.
2	Considered to be a **LIMITED response** on the basis that: • Response addresses some criteria but lacks clarity or depth.
3	Considered to be an **ADEQUATE response** on the basis that: • Response meets most criteria with generally clear and relevant detail.
4	Considered to be a **GOOD response** on the basis that: • Response fully addresses all criteria with clear, relevant, and structured detail.
5	Considered to be an **EXCELLENT response** on the basis that: • Response is comprehensive, insightful, innovative and sets a benchmark with outstanding clarity and depth, which exceeds expectations.

Experience, Governance and Organisational Capability

Question 7: **Scoring Methodology:** Quality **Word Limit:** 2000 words

Please provide details of:

- Legal or constitutional status.
- Number of years established.
- Current membership numbers.
- Experience managing fisheries, lakes, clubs or similar facilities.
- Experience working with local authorities.
- Experience operating within environmentally sensitive sites.
- Experience managing volunteers and members.
- Relevant policies and procedures.
- Examples of comparable projects.
- Public Liability Insurance arrangements.
- Evidence of financial and organisational sustainability.

Answer:

Click to enter text.

Experience, Governance and Organisational Capability	
Word Count:	Enter no.

Management and Operation of Fishing Activities
Question 8: **Scoring Methodology:** Quality **Word Limit:** 1500 words Please explain your proposed approach to: • Managing and administering fishing activities at the lake. • Proposed membership numbers and arrangements, having regard to the maximum membership permitted under the Heads of Terms. • Supervision and management of anglers. • Authorised access to the lake. • Proposed fishing times and frequency of use. • Management of guests and visitors. • Enforcement of club rules and standards of conduct. • Communication with members. • Reporting incidents, problems or concerns to the Council. • Parking and vehicle access. • Day-to-day management of fishing activities without placing an unreasonable administrative burden on Lake View Bereavement Centre staff. Explain how your approach will ensure a safe, well-managed and sustainable fishery.
Answer: Click to enter text.

Word Count:	Enter no.

Health, Safety and Environmental Management
Question 9: **Scoring Methodology:** Quality **Word Limit:** 1500 words Please explain how your organisation would manage health and safety, including: • Risk assessments. • Water safety. • Accident and emergency arrangements. • Lone fishing. • Management of children and vulnerable persons.

Health, Safety and Environmental Management
• Safeguarding arrangements, where relevant. • Safe access to fishing locations. • Incident and accident reporting. • First aid arrangements. • Safety information provided to members. • How risks would be monitored and reviewed.
Answer: Click to enter text.
Word Count: Enter no.

Environmental Management and Lake Stewardship
Question 10: **Scoring Methodology:** Quality **Word Limit:** 1500 words Please explain how your organisation would: • Protect fish, wildlife and surrounding habitats. • Promote responsible angling practices. • Manage litter, fishing line, hooks and equipment. • Prevent pollution. • Implement appropriate biosecurity measures. • Protect lake banks, vegetation and habitats. • Monitor fish stocks and report concerns relating to fish health, water quality or environmental conditions. • Support biodiversity enhancement. • Participate in appropriate maintenance or environmental improvement activities.
Answer: Click to enter text.
Word Count: Enter no.

Compatibility with Lake View Bereavement Centre

Applicants should recognise that the primary purpose of the site is the provision of bereavement services and that fishing would be a secondary recreational activity within this sensitive environment.

Question 11: **Scoring Methodology:** Quality **Word Limit:** 1500 words

Please explain how fishing activities would be managed sensitively within the grounds of Lake View Bereavement Centre, including:

- Maintaining a peaceful and respectful environment.
- Expected behaviour and conduct of members and visitors.
- Management of noise.
- Appropriate positioning of anglers and equipment.
- Parking and vehicle movements.
- Interaction with funeral corteges, mourners and visitors.
- Respect for funeral services, memorial events and bereaved families.
- How temporary access restrictions would be managed where required for operational, ceremonial, maintenance or safety purposes.
- How the organisation would work collaboratively with Lake View Bereavement Centre staff.
- How the organisation would develop and maintain a constructive working relationship with East Cambridgeshire District Council and Lake View Bereavement Centre.

Answer:

Click to enter text.

Word Count:	Enter no.

Financial Sustainability and Value

Question 12: **Scoring Methodology:** Quality **Word Limit:** 1000 words

Please provide details of:

- The financial sustainability of the proposed arrangement.
- Any proposed Licence Fee or other financial contribution, where applicable.
- How the organisation would fund its operating requirements.
- Insurance and administration arrangements.
- Any proposed contribution towards lake maintenance or improvements.

Financial Sustainability and Value	
• Any other financial, environmental, community or operational benefits offered to the Council or Lake View Bereavement Centre. • Any proposed investments to parking, fencing and toilet facilities.	
Answer: Click to enter text.	
Word Count:	Enter no.

SECTION 5: FREEDOM OF INFORMATION

1. Information in relation to this EOI may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 ("The Act") and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.

2. Potential Suppliers must state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under The Act. Potential Suppliers must state why they consider the information to be confidential or commercially sensitive.

3. Note that inclusion below will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in The Act. Note that the Declaration for this Section has been completed and signed at Section 3, Question 2.1 (g) of this document.

INFORMATION/DOCUMENT	REFERENCE/PAGE NO.	REASONS FOR NON-DISCLOSURE	DURATION OF CONFIDENTIALITY
1. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
2. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
3. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
4. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
5. Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.

SECTION 6: DECLARATION

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
   1.1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
   1.2. to the best of my knowledge, the information provided is complete and accurate;
   1.3. any financial proposal included within this EOI Response represents our best offer;
   1.4. no collusion with other organisations has taken place in order to fix the price;
   1.5. that there is no conflict of interest in relation to the Council's requirement;
   1.6. the proposed arrangement will be subject to the Heads of Terms at Appendix 1 and the terms of the formal Licence to Fish ultimately approved and executed by the parties;
   1.7. no fishing activities or associated rights of access will commence until the formal Licence to Fish has been approved and executed by the parties and written authority to proceed has been given by the Council; and
   1.8. I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

SECTION 7: DUE DILIGENCE

1. The Council will undertake its due diligence in advance of any contract award.

2. The preferred Potential Supplier(s) will not be awarded the Licence until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before a contract can be awarded. The Council reserves the right to disqualify any Quotation Response which is incomplete.

3. Due diligence may include credit checks in relation to the preferred Potential Supplier(s) (including each member of any consortium and of any key sub-contractor). This is important to the Council to ensure that any organisation who wishes to enter into a contract with the Council will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Council works with external credit agencies to provide these financial checks.

4. The Council reserves the right to reject a Potential Supplier from the procurement process, where any findings from the Council's due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.

5. The Council reserves the right to revisit any selection criteria questions at any time before award stage, where the Council believes there is a risk that selection responses might have changed. The Council reserves the right to disqualify any Potential Supplier who no longer meets the selection criteria if it originally led to them continuing in the procurement process.

SECTION 8: LICENCE AWARD

1. The Council will notify all Potential Suppliers of its intention to award the Licence.

2. This will include details of the:

2.1.1. Award criteria scores;
2.1.2. Name of the successful provider(s).

3. The successful organisation will be required to enter into a formal Licence to Fish with the Council. The Licence will be based upon the Heads of Terms at Appendix 1 and will be subject to final approval by the Council and its legal and property advisers.
4. The following documents shall inform and, where appropriate, form part of the final Licence arrangement:

4.1.1. Specification;
4.1.2. the Heads of Terms and formal Licence to Fish, including the relevant schedules, site plans, fishing position plans, access and parking plans, environmental requirements and health and safety requirements;
4.1.3. the successful organisation's accepted responses to the EOI requirements; and
4.1.4. any other document expressly incorporated into the formal Licence.

Appendix 1: Heads of Terms - Licence to Fish