



**The City of Edinburgh Council**

**Schedule C - Pricing Schedule**

**FOR USE OF THE MEADOWS**

**FOR THE EDINBURGH FESTIVAL PERIOD OF 2015**

**WITH AN OPTION TO EXTEND FOR THE  
EDINBURGH FESTIVAL PERIOD 2016**

# PART A - TENDERER'S SUBMISSION

## PRICE SCHEDULE

The tenderer shall include for all matters required to undertake the Project including all consultation meetings, presentations & reports. Where individual items are not priced the cost shall be deemed to have been included elsewhere.

Tenderers shall undertake the contract based on a fee bid detailed below.

**Part 1**

- Lump Sum Rental Fee: as per Schedule A - Specification
- Total 'Lump sum rental fee' per annum x 2

**Part 2**

- Gain share Percentage; as per Schedule A – Specification

The Council anticipate the estimated total income of the successful contractor to be £370,000 per annum. This will be used to calculate your estimated gain share to the council.

For evaluation purposes the gain share percentage will be evaluated on £240,000 which is based on excess income above £250,000 per annum generated over 2015 and 2016.

The Council will expect a lump sum rental fee as well as a percentage share of the income generated from the event for each year.

Your lump sum rental fee and percentage gain share should be based on the following information:

- a) Any income generated up to and including £250,000.00 will be subject to the lump sum rental fee offered within the Pricing Schedule only.
- b) The percentage gain share revenue will take effect for all revenue above £250,000.00. Any income generated in excess of the gain share revenue threshold will be subject to percentage share offered within the Pricing Schedule.

Where the contract is terminated or abandoned, no claim for loss of profit or abortive costs will be allowed.

<b>Pricing Matrix</b>	<b>Total Price Weighting 40%</b>
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	Fee
<b>PART 1</b>	
<b>'Lump Sum Rental Fee' per annum</b>	£
<b>Total sum of rental fee for the use of the Meadows for the Edinburgh Festival period of 2015 and 2016 ('Lump Sum Rental Fee' per annum x 2) to be carried to Form of Tender</b>	£

<b>PART 2</b>	
<b>Total 'Gain share Percentage' Offer for the use of the Meadows for the Edinburgh Festival period of 2015 and 2016 to be carried to Form of Tender</b>	%

# PART B - FORM OF TENDER

## THE MEADOWS EDINBURGH FESTIVAL PERIOD FOR 2015 AND 2016

We the undersigned, having examined the Contract Documents, I/We hereby offer to provide Concessionaire Services as described in this document and in accordance with the terms and conditions contained within the Contract documents.

Should my/our offer be accepted I/we shall pay to the Council for the concessionaire Service in accordance with this concessionaire agreement. My concessionaire tender for the services is:

£ \_\_\_\_\_ stg \_\_\_\_\_ words.

\_\_\_\_\_ % \_\_\_\_\_ words

- |      |            |                                  |
|------|------------|----------------------------------|
| i.   | Schedule 1 | Instructions to Tenderers        |
| ii.  | Schedule 2 | Tenderer's Submission            |
| iii. | Schedule A | Specification                    |
| iv.  | Schedule B | Terms and Conditions of Contract |
| v.   | Schedule C | Pricing Schedule                 |

The Council is not bound to accept this or any Tender for this project, however, any Contract that may result from this Tender will be subject to Scots Law and the Tenderer hereby irrevocably submits to the jurisdiction of the Scottish Courts.

This Tender remains open for consideration for **120 days** from the date fixed for receiving Tenders.

We undertake to complete the performance of the whole of the Services set out in the ITT within the times stated therein.

We understand that you are not bound to accept the most economically advantageous or any Tender you may receive.

By submitting a Tender, we acknowledge that our Tender is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

SIGNED

\_\_\_\_\_

ON BEHALF OF

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

WITNESS

(Name in block  
capitals)

\_\_\_\_\_

WITNESS

(Signature)

\_\_\_\_\_

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

## **PART C - BONA FIDE TENDER**

### **THE MEADOWS**

### **EDINBURGH FESTIVAL PERIOD FOR 2015 AND 2016**

The essence of tendering is that the Council shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this Tender, any of the following acts:-

1. (a) Communicating to a person other than the person calling for those Tenders the amount or approximate amount of the Tender, except where the disclosures in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
  - (b) Entering into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
  - (c) Offering or paying or giving or agreeing to pay or give, any sum or money or valuable consideration, directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work, any act or thing of the sort described above.
2. We further certify that the principles described in paragraph 1 (a) - (c) above have been, or will be, brought to the attention of all sub-contractors, Suppliers and associated companies providing services or materials connected with the Tender. Any Contract entered into with such sub-contractors, Suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

**In this Tender, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.**

SIGNED \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS \_\_\_\_\_  
(Name in block capitals)

WITNESS \_\_\_\_\_  
(Signature)

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

## **PART D - CERTIFICATE AS TO CANVASSING**

**THE MEADOWS  
EDINBURGH FESTIVAL PERIOD FOR 2015 AND 2016**

**To: The City of Edinburgh Council (the COUNCIL)**

We hereby certify that we have not canvassed, lobbied or solicited any Member, Officer, representative or Employee of the COUNCIL in connection with this Tender process and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not in future canvass, lobby or solicit any Member, officer, representative or Employee of the COUNCIL in connection with the award of any Contract which may follow hereon nor any other part of the process, any other Tender or proposed tender or any other contract and that no person employed by us or acting on our behalf will do any such act.

We acknowledge that failure to comply with the above will result in our Tender or any other proposed Tender being disqualified.

In this Part D of Schedule C, the word "person" includes any persons and any body or association, corporate or unincorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

SIGNED \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS \_\_\_\_\_  
(Name in block capitals)

WITNESS \_\_\_\_\_  
(Signature)

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

## PART E - DECLARATION

**THE MEADOWS  
EDINBURGH FESTIVAL PERIOD FOR 2015 AND 2016**

**Prior to submission of your Tender, please read and sign the section below:**

I/we certify that (1) the information supplied in this Tender is accurate, to the best of my/our knowledge and understanding and (2) that I/we agree to be legally bound by the Conditions of Tender and the requirements set out in the ITT.

**In this Part E of Schedule C, the word “person” includes and persons and any body or association, corporate or unincorporate; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.**

SIGNED \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS \_\_\_\_\_  
(Name in block  
capitals)

WITNESS \_\_\_\_\_  
(Signature)

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

To be signed by a partner in her/his own name on behalf of the firm or company.

**N.B. The declaration must be signed, scanned and returned as part of your submission. Please ensure that scanned documents are fully legible.**

Failure to supply all information requested, comply with the requirements of the ITT or the supply of misleading information, shall result in exclusion of the Tenderer from participation in the Tender process or termination of any Contract awarded as a result of that process.

### RETURN OF SUBMISSION

**Before finalising your Tender please check that you have completed all information requests laid out in this document and completed the Tender Submission Checklist.**

**You should ensure that all relevant policies/statements/certificates have been electronically attached as part of your Tender as and where requested.**

**End of Schedule C**