



Silloth-on-Solway Town Council

Invitation to Tender for Food Concessions

Information and Instructions for Tenderers

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About Silloth-on-Solway

With its leisurely, peaceful atmosphere and its glorious sea views, it's no wonder that Silloth is a popular seaside resort. Located by the Lake District fells, facing the hills of Southern Galloway, this charming, unspoilt Victorian town is never short of character. Silloth is a perfect place for a day out or holiday.

The magnificent promenade has beautiful scenic views across the Solway Firth that can provide the most spectacular sunsets. The town's tree lined, cobbled streets and its vast town green add to the charm and attraction of this beautiful Cumbrian holiday resort.

Introduction

You are invited to submit a tender for the provision of services for food concessions. Tenders must be above the following minimum prices:

- Lifeboat Station, Silloth - £4,500
- BMX Track (Pines) Car Park – £1,600
- Skinburness Road Car Park (near the 'Big Fella Sculpture') - £1,500

Tenders below these amounts will not be considered. The sole concession for each of the sites is from 10 February 2024 to 31 October 2024. Tenderers may bid for one or more sites listed below:

The Tender shall be submitted for the provision of services for food concessions on designated land owned by Silloth-on-Solway Town Council. The food concessions, subject to tender, are for a licence from Silloth-on-Solway Town Council to sell:

Ice cream and minerals (excluding light refreshments) on its land at:

- Lifeboat Station, Silloth
- BMX Track (Pines) Car Park, Silloth

Light refreshments (excluding ice cream)

- Skinburness Road Car Park (near the 'Big Fella Sculpture')

The issue of a licence shall not prevent the Council from granting street trading consent to any other person to trade in the vicinity of the licence. Tenders are being invited from a selected list.

There will be an option to extend the licence for a further year, up to a maximum of 4 years in total (1+1+1+1). The decision on whether to use the extension option will be at the discretion of the Town Council and subject to the operator having complied with the conditions of the licence during the previous year. There will be an incremental increase in the price of the licence for subsequent years which will be reviewed by the Town Council on an annual basis.

Tender Information

Confidentiality

The details of these documents and all associated documents are to be treated as private and confidential for use only in connection with the Tender process.

Freedom of Information

Silloth-on-Solway Town Council is committed to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Costs and expenses

Silloth-on-Solway Town Council will not be responsible for, or pay for, expenses or losses which may be incurred by a tenderer in the preparation of their tender. The Council does not bind itself to accept any of the tenders as a result of the tendering process.

Preparation of Tenders

For the preparation of their tender and entering into a contract with the Council, tenderers must ensure that they have all the information required and must satisfy themselves of the correct interpretation of terminology used in these documents. They must fully understand the nature of the concession.

Queries on the tenders

If any points in these tender documents are considered by the tenderer as unclear, the tenderer should address their queries in writing to obtain an explanation before sending their tender. They must address their query to the person identified in the covering letter. Their query will be responded to, but it shall not be construed in a way that adds to, modifies, or takes away from the meaning and intent of the contract and/or the obligations and liabilities of the contract.

Alterations

None of these documents may be altered by the tenderer. If the tenderer wishes to propose modifications to any of the documents (which they may consider would provide a better way to achieve the contracts objectives) they must provide details in a separate letter accompanying the tender response.

Prices

All prices must be net and, where applicable, carriage paid with all cash and trade discounts allowed for. Tenders must be above the following minimum prices and tenders below these amounts will not be considered. i.e. Lifeboat Station, Silloth - £4,500, BMX Track (Pines) Car Park - £1,600 & Skinburness Road Car Park (near the 'Big Fella Sculpture') - £1,500.

VAT

All prices and/or rates shall be exclusive of Value Added Tax.

Validity of tenders

Tenders shall be valid for a minimum of three calendar months from the closing date for receipt of tenders. Tenders must not fax or email tender documents, any received by fax or email will not be considered.

Quality of goods/services

Tenderers must ensure the goods or services proposed for in their proposals must conform to current legislation.

Subsequent years

There will be an option to extend the licence for a further year, up to a maximum of 4 years in total (1+1+1+1). The decision on whether to use the extension option will be at the discretion of the Town Council and subject to the operator having complied with the conditions of the licence during the previous year. There will be an incremental increase in the price of the licence for subsequent years which will be reviewed by the Town Council on an annual basis.

Conflict of Interest

The Council requires all tenderers to confirm whether any actual or potential conflicts of interest that exist which may prevent them undertaking this work, and a description of measures they would adopt if a potential conflict of interest arose during or following completion of this work.

The Councils use of the contract

The Council may wish to publicly quote the contractor/supplier. Tenders are requested to confirm that the Council may (at the Councils own discretion) do so without restriction.

Treatment of tender

The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Council and the tenderer.

Debriefing

All unsuccessful bidders will be offered the opportunity to be given a debriefing. Requests for debriefing are to be made in writing.

Submission of Tender Documents

Tenders to be Received by

The tender is to be received by **12 noon on Friday 1 December 2023**. Tender documents received late, i.e after the specified date and time, will not be considered.

Documents to Include

Please provide one copy of the bid and include **signed copies** of the:

- Conditions of Tender for food concessions on Silloth-on-Solway Town Council land
- Schedule of Prices (in pounds sterling)
- Declaration of non-collusion

How to return tender

The tender is to be returned in the enclosed envelope and titled “Tender for Food Concessions on Silloth-on-Solway Town Council Land” and sent to:

Ms Wendy Jameson, Town Clerk,
5 Burnswark Terrace, Solway Street, Silloth, Cumbria, CA7 4EF

The envelope must not bear any name, trademark, franking machine stamp or any other reference that will identify the sender or the product(s) offered. Tenderers should ensure that Tenders are despatched via recorded or registered post through the post office, courier or next day delivery and should ensure that the post office or private courier does not affix any label or other appendage to the tender envelope which could identify the sender.

Tender documents may also be hand delivered to 5 Burnswark Terrace, Solway Street, Silloth, Cumbria. Tenders will be recorded upon receipt by the Town Clerk.

Opening of Tenders

Tender documents will remain unopened until after the closing date, after which time they will be opened at one time, with witnesses, by independent officers of the Council. All tenders submitted will be verified to ensure that the information requested has been provided. Once tender documents have been opened and signed, they will then be considered by the Town Council.

What we want to Achieve

By inviting tenders, the Council is seeking to make use of its land to provide refreshment in suitable locations for the benefit of residents and visitors. The Council’s preference is to award licences to local traders with no history of previous problems. The evaluation criteria are shown in this document.

Timetable

Date	Activity
1 December 2023	Tenders return deadline
4 December 2023	Tender evaluation and contact with preferred tenderers
3 February 2024	Licence issue
10 February 2024	Trading licence commences
31 October 2024	End of Licence period

Contact and Information

For further information or any queries please contact:

Ms Wendy Jameson
5 Burnswark Terrace
Solway Street
Silloth
Cumbria
CA7 4EF

Telephone: 0777 5686857

Email: townclerk@silloth-on-solway.co.uk

Evaluation of Tenders

Evaluation Criteria

All tenders received will be considered based on the information they have submitted in their tender. The tenders will be evaluated upon the following criteria:

Criteria	Weighting
Locality of tenderer	X1
Price submitted	X3
History of non-payment of licence fees	X1

Evidence of previous serious non-compliance with conditions of tender for food concessions on Silloth-on-Solway Town Council land or of breaches of street trading legislation, food safety or other relevant legislation will result in disqualification from the tender process.

Questions on Tender Submissions

Tenderers may be requested to attend a meeting with Council officers to answer questions regarding their tender submission. If tenderers have any questions they wish to ask the Council, they must submit them to the Council in writing before the meeting. Any questions received will be made anonymous and responses sent to all tenderers.

Treatment of Tender

The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Council and the tenderer.

Award of Tender

The Council will decide to whom the contract shall be awarded based on the evaluation criteria outlined above. The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or parts of tenders. The Council will notify acceptance of the tender to the successful tenderer as soon as is reasonably practicable. The successful tenderer shall be required to show proof of public liability insurance cover with a minimum cover of £5 million and pay the price quoted in full before the concession licence is issued.

Conditions of Tender for Food Concessions on Silloth-on-Solway Town Council Land

1. The Council is **not** bound to accept the highest (or any) tender.
2. No contract shall exist until payment is made, and a licence has been issued.
3. Successful tenderers are personally responsible to ensure that any vehicle or trailer used by them has been approved and registered under food hygiene legislation with the Environmental Health Unit of Allerdale Borough Council.
4. The operator shall not sub-let or sub-contract any licence to trade and such trade may only be carried out on behalf of the successful company by either the operator himself/herself, or a member of his/her direct family (husband, wife, son, daughter) or **by a person formally and properly employed by his business.**
5. The operator shall not employ minors.
6. No form of calling, loud hailing or musical attraction shall be used on site.
7. The operator shall indemnify the Council against all claim for loss, damage, illness, or injury howsoever caused as a result of his business and shall show proof of public liability insurance to the Council before any licence is issued. The public liability insurance shall provide cover for a minimum sum of £5,000,000.
8. Where an employee is used to operate a vehicle or trailer on behalf of an operator, proof of employees' liability insurance must be shown to the Council in respect of that person – and be available upon request thereafter.
9. The operator is required to provide the Council with a copy of their up-to-date risk assessment.
10. The Council reserves the right to cancel an indicated acceptance of tender in cases where inappropriate vehicles or advertising are used.
11. Successful tenderers are responsible to comply with all Food Hygiene and Litter Regulations and are to take away from site all trade waste generated by their business. The operator shall lay out sufficient bins around the area of his/her vehicle to contain the trade waste generated by the business and shall clean the area for a distance of 25 metres around his/her vehicle of any litter generated by his/her business which is to be taken away as trade waste.
12. The operator shall be of good behaviour on site.
13. Where trade is conducted from a car park any second, or towing vehicle must be parked appropriately – and the vehicle or trailer from which business is conducted shall occupy one car parking space only.

14. No tables or chairs shall be provided for the use of customers in connection with this licence.
15. **Licence**
- 15.1 Successful tenderer shall clearly display in his/her vehicle the licence obtained from the Council.
- 15.2 The licence does not imply that any space shall be kept clear or reserved for the sole use of any tenderer, and in the event that there is no clear space upon any car park or trading area then no trade shall take place.
- 15.3 The Council may refuse to issue a licence to a trader who has during the previous season trespassed without a licence on any of the Council's ice-cream or food concession areas or who has breached street trading consent legislation.
- 15.4 The Council reserves the right to refuse a licence to any trader or withdraw a licence from any trader who has been in breach of Health & Safety Regulations or other relevant legislation with regard to the operation of a Land Train in the previous 12 months. In the event of withdrawal of a licence, the Council may refund a proportionate amount of the licence fee paid.
- 15.5 This Licence is for the provision of services for food concessions on designated land owned by Silloth-on-Solway Town Council between 10 February 2024 and 31 October 2024 and does not in any way give the Operator any right to the concession in any future years.
- 15.6 The food concession will only be able to operate from 10am until 9.00pm Monday to Sunday.
- 15.7 The granting of a licence to use Town Council land for the provision of services for food concessions does not amount to the granting of rights over other events.
- 15.8 Failure to comply with these conditions shall cause the cancellation of any licence.
- 15.9 The Licence shall terminate on **31 October 2024** without the necessity of notice being given by either party.
- 15.10 There will be an option to extend the licence for a further year, up to a maximum of 4 years in total (1+1+1+1). The decision on whether to use the extension option will be at the discretion of the Town Council and subject to the operator having complied with the conditions of the licence during the previous year. There will be an incremental increase in the price of the licence for subsequent years which will be reviewed by the Town Council on an annual basis.

Signed:

Date:

Schedule of Prices

Please Insert Details and Prices in Ink

Name:

Address:

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.....

Postcode:

Trading As:

1 Ice Cream and Minerals (excluding light refreshment)

For the sole concession to sell ice cream, from 10 February 2024 to 31 October 2024 upon the following sites. I offer the amount shown:

(i) Lifeboat Station, Silloth £

(ii) BMX Track (Pines) Car Park, Silloth £

2 Light Refreshments (excluding ice cream)

For the sole concession to sell light refreshments, from 10 February 2024 to 31 October 2024 upon the following sites. I offer the amount shown:

(i) Skinburness Road Car Park £
(near the 'Big Fella Sculpture')

Signed:

Date:

Declaration of Non-Collusion

To: Silloth-on-Solway Town Council

The essence of selective tendering is that Silloth-on-Solway Town Council shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intended to be competitive and that I/we have not and will not (either personally or by anyone on my/our behalf):-

1. Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
2. Communicate to anyone, other than the person calling for this tender, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
3. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
4. Canvass or solicit any member, officer, or other employee of the Council in connection with the award of this or any other Council contract or tender.
5. Offer, give, or agree to give any inducement or reward in respect of this or any other Council contract or tender.

Signed (as in Tenders) duly
authorised to sign

.....

For and behalf of

.....

Date

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Silloth-on-Solway Town Council

5 Burnswark Terrace
Solway Street
Silloth, Cumbria, CA7 4EF

Tel: 016973 31128

Mob: 0777 5686857

Email: townclerk@silloth-on-solway.co.uk

Web: www.silloth-on-solway-tc.gov.uk