

# **Contract Specification**

Concessions for the Sale of Ice Cream for Parson's  
Close Recreation Ground, Leighton Buzzard.



LEIGHTON-LINSLADE  
TOWN COUNCIL

## About Leighton-Linslade

Situated within South West Bedfordshire, Leighton-Linslade is the largest town within Central Bedfordshire with a population of approximately 45,000 inhabitants. Over recent years, the town has been the subject of significant housing growth which is anticipated to continue for another 10 years pushing the population in excess of 50,000.

Leighton-Linslade is proving a popular location for young families to move to. Excellent transport links, good schools, historic town centre and quality open spaces have all contributed toward its appeal.

## About Parson's Close

For the Parish, Parson's Close Recreation Ground is an important asset. Notwithstanding its contribution to Leighton Buzzard in meeting its green infrastructure needs, it has evolved into the main town park given its size, juxtaposition to the town centre and parking provision thereabouts. Although the park lies some 200m from the "town centre", there is little evidence to suggest that those visiting the park are prepared to walk into town for their refreshments. Instead visitors tend to either rely on refreshments they may have already brought with them or visit the ice cream concession within the park.

Whilst its primary purpose of providing informal open space remains, the activities that constitute informal have evolved since it first opened to the public. Today, the park boasts skate park and play equipment, a state of the art Splash and Play Park and a Beach. In addition, the bandstand hosts a full summer programme of concerts from June until mid-September with a total of 15 concerts held. In addition, the park hosts 3 large (1 day) community events **(when exclusivity rights are waived for the day)**. In recognition of the park's offer and general upkeep, the Park was in 2015 awarded Green Flag Award status, which it has retained each year since.

The Town Council possess accurate visitor numbers, of 722,575 visit per annum and is without question a very popular park attracting residents and non-residents alike. Part of its success is that it is highly accessible from nearby towns that include Dunstable, Aylesbury and Milton Keynes. Through survey carried out within the park, this can be justified.

## The Proposal

The Town Council has over the past decade run a successful competitive tendering process for an ice cream concession within the park. The most recent tendering process (undertaken in 2016) yielded £16,000 per season (April to September). This sum was predicated on the fact that the park enjoys a beach to complement the popular Splash and Play Park and the other attractions.

In order to meet increasing demand and widen the catering offer, the Town Council has also secured a quality food concession to the park. Therefore by way of this process, the Town Council is seeking a:-

- Stand-alone ice cream concession (for the sale of ice cream, but not the exclusive sale of minerals)

## Terms and Conditions

1. The right to provide concessions to private catering operators at Parson's Close Recreation Ground applies for 5 years, for the periods:

1st April 2019 to 30th September 2019

1st April 2020 to 30th September 2020

1st April 2021 to 30th September 2021

1st April 2022 to 30th September 2022

1st April 2023 to 30th September 2023

2. Tenders will only be accepted on the specified which must be returned to the Town Council offices by no later than 1600hrs on Friday 22<sup>nd</sup> February 2019 in a sealed envelope marked "Tender".
3. Canvassing of any Town Councillor or Officer of the Council will automatically disqualify the applicant.
4. The Town Council is not bound to accept the highest tenders. The evaluation criteria is set out below. Please use additional paper to expand on any of the following that will form part of your tender submission:-

Evaluation Criteria	Total Score = 160
Tender Value	50
Please provide background information about your company to include details of the size of the operation and whether you employ staff directly.	20
Please provide details of the concession unit you would be using	20
Vehicle Presentation and Appearance (please provide a photograph of the concession outlet that will be used and include any tables and chairs and or other paraphernalia)	20
Can your vehicle operate without the benefit of the engine running i.e can it be plugged in and run from an electricity supply?	10
Please provide details of the range of goods being sold to the consumer. In the case of the food concession, sample menus that may vary on a weekly basis.	20
Please provide details of a recent concession that is relevant to the Authority's requirement. Where you	10

have been a recent supplier to the Town Council, the Council will supply and be one of the references.	
Please provide details of the competencies of the organisation and staff allocated to the project	5
Detail and quality of the tender	5

5. Payments of the agreed annual sum must be made in four equal instalments and paid within seven days upon to receipt of a Town Council invoice.
6. If vendors wish to pay by cheque and the bank does not honour the cheque, Leighton-Linslade Town Council will write to inform the vendor that full payment in cash must be made at the above office within seven days. If payment is not received within seven days, the agreement with the Town Council will be terminated immediately without any further notice.
7. Vendors must be registered as food businesses with the Principal (Licencing Authority) and operate in accordance with current legislation and health and safety requirements.
8. The Town Council will require copies of following paperwork to be included as part of your submission and at times of renewal. In the event of your tender being accepted, the Town Council will insist on seeing originals in advance of the first day of trading.
  - Valid insurance certificate for any vehicle to be used in the Park
  - Risk assessment and a fire risk assessment
  - Food handling hygiene certificate
  - Food safety registration certificate (Environmental Food Safety)
  - Valid road fund licence, MOT certificate and vehicle insurance.
  - Public Liability insurance certificate in excess of £5m
  - Child Protection Policy
9. Successful vendors will be required to obtain Street Trading Consent from Central Bedfordshire; this must be produced to the Town Council no later than noon on 28 March 2019 and each year thereafter.
10. Operating Days and Hours (maximum) – seven days a week between the hours of 0800 – 2000 hours unless the Town Council has given prior written consent. These hours may be subject to change, depending on Street Trading Consents.
11. The town holds 3 large community/public events during the summer eg. May Day Fayre and Carnival and picnic in the park. The concession holder will be informed of these events in advance. For these events, the concession holder will **have no power of exclusivity** but they may discuss the catering needs of each event with the event organiser. Should there be any disagreement; the Town Council's decision is final.
12. The sale of alcohol and cigarettes is strictly prohibited.

13. Vehicle/mobile units must be removed from the site each evening.
14. No music or other entertainment is permissible.
15. Sub-letting is not permissible and the Agreement is not transferable.
16. In accordance with the attached red line plan (the site), the concession will be required to be located therein. Any deviation will be considered as a break of the terms of conditions resulting in contract termination. On operational grounds only, the Town Council reserves the right to relocate the pitch.
17. Vendors will be responsible for damage to the site and any accident that may be caused by reason of the presence of the concession.
18. The site is to be left in a clear and tidy condition at the end of each day. Vendors will be responsible for the clearing of all litter which has resulted directly from goods sold from the concession. All liquid waste (including liquids) are to be removed from the park and appropriately disposed of.
19. Should vendors break any of the above terms and conditions, the Town Council reserves the right to cancel the concession, giving 14 days' notice, in writing, without any recompense being given.
20. **Vendors will pay VAT in addition to the tendered sums.**
21. These terms and conditions will be contained within a formal Agreement which successful operators will be required to sign.

## **COLLUSIVE TENDERING CERTIFICATE**

In recognition of the principle that the essence of selective tendering is that the Client shall receive bona fide competitive tenders from all those tendering.

WE CERTIFY THAT:

1. The tenders submitted herewith are bona fide tenders intended to be competitive.
2. We have not fixed or adjusted the amount of the tenders under or in accordance with any agreement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the tenders any of the following acts:
  - (a) Communicating to a person, other than the person calling for these tenders, the amount or the approximate amount of the tenders (except where the disclosure, in confidence, of the approximate quotations required for the preparation of the tenders).
  - (b) Entering into any agreement with any other person that he shall refrain from tendering or as to the amount of any tenders to be submitted, and
  - (c) Offering or paying or giving or agreeing to give any sum of 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 tenders any act or thing of the sort described above.

In this certificate:

1. "Person" includes any person and anybody or association corporate or incorporate.  
"Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Dated this .....

SIGNED

Duly authorised to sign for

And on behalf of:

.....  
.....  
.....

**FORM OF TENDER FOR ICE CREAM CONCESSION (Sale of Ice Cream)**

To: Leighton-Linslade Town Council  
White House  
Hockliffe Street  
Leighton Buzzard LU7 1HD

Sir,

Having examined the Conditions of Tender, specimen Agreement, Collusive Tendering Certificate, Specifications, Third Party Risk Insurance Certificate and Risk assessments for this Service therein specified we offer to perform and complete the whole of the Service for the contract period in conformity with the Tender Documents.

**TENDER**

Period of Concession: 5 years, for the periods: 1st April 2019 to 30th September 2019, 1st April 2020 to 30th September 2020, 1st April 2021 to 30th September 2021, 1st April 2022 to 30th September 2022, 1st April 2023 to 30th September 2023

Company -----

Address -----

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Telephone Number -----

Amount of Tender for period 1st April 2019 to 30th September 2019

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Amount of Tender for period 1st April 2020 to 30th September 2020

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Amount of Tender for period 1st April 2021 to 30th September 2021

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Amount of Tender for period 1st April 2022 to 30th September 2022

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Amount of Tender for period 1st April 2023 to 30th September 2023

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Total amount of Tender all five years

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Confirmation of Goods  
to be sold

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We understand that the highest or any Tender will not necessarily be accepted and that the Council will not be responsible for any expense or other liabilities incurred in submitting our Tender.

I/We accept and confirm full compliance with the terms and conditions relating to this tender and that, if awarded, the contract I/We shall pay to Leighton-Linslade Town Council the above Tendered sum/s plus VAT.

Dated this.....day of.....2019

Signed.....

Name of Company & Address.....