



Lancing Parish Council
Invitation to Tender

A Lease to run Lancing's Concession Kiosk at Widewater

Deadline for tender submissions:

14th July 2023

Version 3

Invitation to tender

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Introduction

Lancing Parish Council are inviting tenders for the lease to manage a food and drink kiosk at Beach Green, Lancing. Lancing is situated on the South Coast between Worthing and Brighton. With around 27,000 residents and covering 3.65 square miles, Lancing is often referred to as the largest village in England.

The kiosk is situated on the seafront. This is a busy location near a very popular seafront restaurant, skatepark, play areas and open space ensuring a large volume of people all year.

Conditions of Tender

This tender document is issued for and on behalf of: Lancing Parish Council, Lancing Parish Hall, 96-98 South Street, Lancing, West Sussex, BN15 8AJ

All contractors tendering will ideally have at least 3 years previous experience of managing similar concessions, which should involve cooked food and customer service.

All tenders must be signed by a company director or the named sole trader or partnership, dated and returned in a sealed envelope to the above address by either email tenders@lancingparishcouncil.gov.uk or by post, courier or delivered by hand no later than 14th July 2023. Any tenders delivered by hand must be in a sealed envelope, marked 'Lancing Beach Green Kiosk Tender' and signed as received by one of the Parish Office staff. Any Tenders submitted by email will not be opened before the return date.

This tender should be read in conjunction with the areas listed in this document and on the accompanying maps.

The Contractor is recommended to visit the site (organised visits by appointment) and shall be deemed to have made all necessary allowances in the Tender Price for all aspects of the lease.

Bidder's must provide copies of the last three years of audited accounts.

Specifications

1. Description of Kiosks

The Kiosk has water and electricity supply with serving hatches facing the main public access route.

Please note: this is not an exclusive agreement and other 'pop up' concessions may be offered a temporary licence by Lancing Parish Council from time to time.

2. Period of Lease

3 Years (1st September 2023 – 31st August 2026)

3. Terms of Lease

The Council shall pay all reasonable charges for the supply of water

The tenant shall pay all other outgoings of any nature, including full interior and exterior maintenance of the Kiosks.

The tenant shall leave the Kiosks and the Beach surrounding in the same condition as at the commencement of the tenancy.

The tenant must not attach any shelves or fixtures to the Kiosk either internally externally, nor to make any additions and alterations to the kiosk without the written consent of the Council.

The tenant must not carry on any trade or business in the Kiosk or on the foreshore except for the sale of confectionery, refreshments, ice-cream, beach toys, fruit and similar items without the written consent of Council.

The Council reserve the right to close the Kiosk to make improvements to the building. An agreement will be sort during this period to accommodate the ongoing prevision of the services offered wherever possible.

The Council hold the right to terminate the tenancy if at any time any portion of the rent, or agreed sum, is unpaid or the conditions of the lease contained are not complied with.

The successful applicant will be responsible for all legal charges and disbursements in connection with the preparation and completion of any agreement.

4. Conditions of Lease

- a) No paper, rubbish or refuse of any description shall be left lying about the Kiosk and the Kiosk must be kept in a clean and orderly condition.
- b) The tenant must take all reasonable steps to ensure the Kiosk and surrounding area is kept neat and tidy and free from rubbish.
- c) The tenant must arrange the collection of all rubbish and waste with an appropriate contractor, usually the District Council.
- b) Nothing shall be done in the Kiosk which may be or become a nuisance, damage or be of annoyance to other premises in the area or to the general public.
- d) The Kiosk must not be sub-let or part sub-let without the written consent of Lancing Parish Council.
- e) No person shall be allowed to reside or sleep in the Kiosk; no placard, sign, advertisement or fixture of any kind shall be affixed to or placed upon any part of the Kiosk without the written agreement of Lancing Parish Council. All costs for such work will be at the cost of the applicant.
- f) No inflammable substance or material shall be kept in the Kiosk.
- f) No illegal, improper or objectionable activities can take place or be used within the Kiosk at any time.
- g) An authorised officer of Lancing Parish Council may, at any time, enter and inspect the Kiosk for the purpose of seeing that regulations are being observed.
- h) The Concession must comply with the provisions of the Shops Act, the Food & Hygiene Regulations and the Health and Safety at Work Act or any subsequent Act that replaces or amends these or maybe added to these.
- i) The tenant must not do anything whereby the Policy of Insurance on the Kiosks shall become void or voidable.
- j) Every effort must be made to open every day the contract. If there are uncontrollable closures, written notice must be given to the council before the agreed opening time and notice of closure must be advertised on the Kiosk and through any social media outlets used.

5. Personnel

The successful applicant shall provide a list of staff, their experience and certification. A breakdown of opening hours and procedures to cover staff sickness or any other reason not to open to the public.

Finance

All pricing should be exclusive of VAT and in GBP(£). Pricing should be valid for a minimum of 90 days from the due date of the response. Prices will be fixed for the duration of the contract.

Invoices will be raised twice a year, in equal parts, with payment due within 7 days. Failure to make the payments in a timely manner could result in a termination of the contract.

Concession information

Any tender should include the following information;

- Price
- Opening times
- Menu
- Commitment to being environmentally friendly and sustainable
- Business location and connections to Lancing
- Public Liability Insurance Certificate
- Last 3 years accounts
- Relevant food hygiene and other licenses / certificates

Scoring And Evaluation Criteria

Bidder responses will be scored against the following criteria -

Price	Price offered (please specify yearly and total contract price for clarity)	70%
Opening Times	Consideration of opening times throughout the year	15%
Environmental Impact	Consideration of environmental impact	5%
Locality	Businesses and employees local to Lancing	5%
Menu	Variety of food and drink available inc. consideration for healthy options.	5%

The scoring and evaluation process will be used to identify the most suitable contractor to provide the best service via a shortlist, after which consultations will take place and the appropriate contractor selected.

Communication/Instructions

The tenant shall during the term of the contract only communicate with and accept instruction from the Clerk or Operations Manager. In the absence of the Clerk or Operations Manager, this responsibility will be delegated to the Chair or Vice-Chair of the Parish Council.

Contract Term

Subject to the termination provision, the term of the contract shall be from 1st September 2023 to 31st August 2026

Tender Timescale

Published Date: 16th June 2023

Tender Returns: 14th July 2023

Parish Council to consider applicates: 26th July 2023

Preferred Bidder Announcement: 27th July 2023

Contract Start: 1st September 2023

Contract End Date: 31st August 2026

Bidders must provide a suitable Point of Contact (PoC) for clarification questions during the period between the Tender Return and Preferred Bidder Date; and bidders must also provide a PoC for the preferred Bidder announcement if different.

Clarifications and queries must be addressed to: tenders@lancingparishcouncil.gov.uk

Bidder tender returns should be submitted in writing in a sealed marked envelope addressed to Celia Price, Lancing Parish Council, Lancing Parish Hall, 96-98 South Street, Lancing, West Sussex, BN15 8AJ

Site Meeting

If you would like to book a site visit with the Operations Manager, please email oliver.last@lancingparishcouncil.gov.uk