**Offer Instructions**



**Lease for Kiosk at Coastal Park, Folkestone**

**June 2023**

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# Section 1 – Background and Timetable

## Introduction

* + 1. Folkestone & Hythe District Council (F&HDC) seeks offers from interested parties for the sole rights to sell hot (warmed through only) and cold food, non-alcoholic beverages, and ice cream (or any combination of these) from the kiosk at the Coastal Park, Lower Sandgate Road, Folkestone. The lease will allow the vendor to trade from the kiosk between 8am and 8pm each day.
		2. The lease is anticipated to start 21 July 2023 and continue for a period of 3 years.

## 1.2 tIMETABLE

1.2.1 The key dates for this bidding process are outlined in the timetable below.

1.2.2 While we do intend to keep to this schedule, these dates are estimates and we may amend or deviate from the timetable. If we do change the timetable, we will notify you of the changes.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Monday 19 June 2023 | Publication of offer document pack |
| Friday 30 June 2023 | Deadline for clarification questions |
| Wednesday 5 July 20231 PM | Return Date |
| Friday 7 July 2023 | Successful/unsuccessful notifications |
| Friday 21 July 2023 | Lease start date |

# Section 2 – OFFERS

## 2.1 Instructions for BIDDERS

2.1.1Read these instructions carefully before completing the **Offer Response document**. It is your responsibility to make sure the document is fully completed with any other required documents. If you fail to comply with these requirements, we may reject your offer.

2.1.2 Provide the following documents and upload them to the **Kent Business Portal** ([kentbusinessportal.org.uk](https://www.kentbusinessportal.org.uk/)) by attaching them to your online response.

* **Offer response document**
* **Evidence of food hygiene registration**
* **Evidence of food hygiene rating**
* **Evidence of Public Liability insurance**
* **Evidence of Employers’ Liability insurance (if applicable)**
* **Evidence of Basic DBS checks**

If possible, please return these documents in the file format provided (e.g. .doc, .xls, etc.) or a compatible format. If you need the documents provided to you in an alternative file format, please ask using the 'Messages' function in the portal.

2.1.3 You must submit your offer via the **Kent Business Portal**. We cannot accept offers returned by post or email. If you have any difficulty using the portal, please contact us in plenty of time before the Return Date.

2.1.4 Offers must be submitted by the Return Date (see section 1.2). We will not consider late offers unless agreed by the F&HDC's authorised officers in exceptional circumstances.

2.1.5 **Offer Validity –** your offer must be open for acceptance for at least 21 days from the Return Date. We will not accept any changes to your offer in that period, unless a genuine error is found and corrected before we make the award decision.

2.1.6 **Modification & Withdrawal –** You may modify or withdraw your offer at any time before the Return Date. This should be done using the Kent Business Portal. If you need to withdraw your offer after the deadline, please send a message using the 'Messages' function within the portal.

2.1.7 **Queries and Clarifications –** All enquiries about this invitation should be sent using the 'Messages' function within the Kent Business Portal. We will try to answer all questions as quickly as possible before the Clarification Closing Date. We recommend you submit your questions as early as possible.

## 2.2 Price

2.2.1 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.

2.2.2 Unless otherwise stated, prices will be fixed (i.e. not subject to variation) for the period of the contract subject.

2.2.3 If we find any arithmetical or mathematical errors in your offer, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your offer is complete, comprehensive and correct.

# Section 3 – General Instructions

3.1.1 **Amendments to the invitation -** At any time before the Return Date, F&HDC may amend the offer document(s). All tenderers will be notified of any changes and F&HDC may choose to change the Return Date to extend the deadline, if we consider this necessary.

3.1.2 **F&HDC's Right to Reject or Not to Award –** F&HDC reserves the right to reject any offer, or abort the bidding process at any time, or to not award the lease to any organisation, without incurring any liability to the affected tenderers.

3.1.3 **Confidentiality -**All information supplied in connection with this invitation is confidential and by submitting an offer, you agree to be bound by the obligation to preserve the confidentiality of all such information.

3.1.4 **Freedom of Information –** F&HDC is subject to the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. You should identify any information in your offer that you require to remain confidential or consider to be commercially sensitive. We will honour this, if authorised by the provisions of the Act.

3.1.5 **General Data Protection Regulations (GDPR)**

F&HDC processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy.

This applies to information provided as part of a tender process. FH&DC's data retention policy states that your tender may be kept for up to 3 years after the award of the contract (or the date F&HDC cancels the bidding process). If your offer is successful, it will be kept for a minimum of 6 years after the expiry of the contract.

[Go to F&HDC's Privacy Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information.

3.1.6 **Publicity –** Do not advertise or publicise the kiosk or the award of the lease unless and until F&HDC gives written consent to the advert or article. You must ask permission for each publication and provide a draft of the text for F&HDC's approval.

3.1.7 **Transparency –** F&HDC must comply with transparency obligations and publish certain information about this invitation and any resulting lease. F&HDC routinely publishes details of our contracts on the Kent Business Portal and our website, including the estimated value of contracts and the identities of its contractors.

# Section 4 – Evaluation

4.1.1 We will award the lease based on the highest offer.

4.1.2 You must complete all questions in the **Offer Response document**. Responses to the questionnaire will be evaluated on a pass/fail basis unless the question states otherwise. Any organisation which fails any section of the questionnaire will be disqualified and their offer will be rejected.

4.1.3 During the evaluation, we may contact you to clarify something in your offer response documents or to check information in your offer which we think could be incorrect. We will send these questions through the ‘Messages’ function in the Kent Business Portal. You should answer any questions we have promptly by replying to the message in the portal.

4.1.4 We are not responsible for finding errors in your offer response documents. It is your responsibility to make sure your offer is complete, comprehensive and correct. We are not obligated to accept corrections to any errors in your offer which result in your offer being rejected.

4.1.5 Once we have completed the evaluation, we will send all suppliers an 'Intention to Award' letter confirming whether their offer is successful or unsuccessful. This letter will include some feedback on your offer and the details of who to contact for more information about our decision.

# Section 5 – Terms and Conditions of Contract

5.1.1 The Lease F&HDC intends to use for this contract is contained in **Appendix D**. We will not accept any alternative terms and conditions submitted as part of your offer.

5.1.2 The version of the Lease contained in **Appendix D** is a pre-final draft. The Coastal Park is part of a lease to F&HDC from Radnor Estate and Radnor Estate as the Superior Landlord may require further amendments to the draft Lease.

5.1.3 If you have any queries or concerns about the Lease, or require a non-material change to the terms, you **must** ask about this during the clarifications period and before the Return Date.

5.1.4 F&HDC may agree to any non-material changes to the Lease which you consider to be in the interests of F&HDC and the kiosk. However, any agreement will be at the sole and exclusive discretion of F&HDC after the proposed changes have been reviewed by our legal team.