**Ice Cream Rights 2020-23**



**Offer Instructions**

**December 2019**

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ADDITIONAL DOCUMENTS

**Licence to Occupy (draft)**

**site Plan - Royal Military Canal**

**site Plan - JOLLY FISHERMAN CAR PARK**

# SECTION 1 - BACKGROUND & INSTRUCTIONS

1.1 Introduction

* + 1. Folkestone & Hythe District Council (“the Council”) seeks offers from interested parties for the rights to sell ice cream from a van or mobile kiosk these sites:
1. Next to the Royal Military Canal and the Hythe Cricket Club, Hythe
2. Jolly Fisherman Car Park, Coast Drive, Greatstone, New Romney

1.1.2 The Licence to Occupy for each site will be from 26th March to 31st October (approximately 31 weeks) each year for 3 years. The successful bid submission for each individual site will allow the vendor the sole rights to supply ice cream from that site between 9am and either 9pm or dusk (whichever is earlier).

1.1.3 The Licence to Occupy is anticipated to commence upon 26th March 2020 and will continue for a period of 3 years unless terminated in accordance with the Conditions of the Licence.

1.2 ITQ Timetable

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

1.2.2 Whilst the Council does not intend to depart from the timetable, these dates are indicative and may be subject to change.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Tuesday 3 December 2019 | Documents Issued |
| Monday 6 January 2020 | Clarifications Closing Date  |
| Friday 10 January 202013:00 hrs | Offer Return Date  |
| Friday 17 January 2020 | Successful/unsuccessful Notifications |
| 26 March 2020 | Licence start date |

# SECTION 2 – offerS

2.1 Response Documents

2.1.1 Read these instructions carefully before completing the **Offer** **Response document**. It is your responsibility to ensure that the document is fully completed, with the requisite supporting information. Failure to comply with these requirements may result in the rejection of your quotation.

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

* **Offer Response document**
* Evidence of **street trading licence**
* Evidence of **food hygiene rating**
* Evidence of **Public Liability** insurance
* Evidence of **Employers’ Liability** insurance(if applicable)

2.1.10 **Offer Validity -** Offers shall remain open for acceptance for 30 days from the Offer Return Date.

2.1.11 **Modification & Withdrawal –** Quotations may be modified or withdrawn via the Kent Business Portal at any time before the deadline for receipt.

2.1.12 **Suppliers Queries –** All enquiries and questions should be conducted through the ‘Messages’ function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible before the Clarification Closing Date.

2.2 Price

2.2.1 Price(s) submitted must be **exclusive** of Value Added Tax. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing Customs and Excise Regulations.

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

2.2.3 The Council reserves the right to adjust any arithmetical errors it finds in any quotation and shall inform the prospective supplier of the adjustments, but has no duty to suppliers to find such errors.

# SECTION 3 – GENERAL INSTRUCTIONS

3.1.1 **Amendments -** At any time prior to the Offer Return Date, the Council may amend the document(s). Any amendments will be notified to all prospective suppliers and the Council may choose to extend the Offer Return Date where considered necessary.

3.1.2 **Councils Right to Reject or Not to Award -** The Council reserves the right to reject any quotation or to abort the process at any time and/or not to award the licence to any prospective supplier without incurring any liability to the affected suppliers.

3.1.3 **Confidentiality -**All information supplied in connection with this licence opportunity shall be regarded as confidential and by submitting n offer, a prospective supplier agrees to be bound by the obligation to preserve the confidentiality of all such information.

3.1.4 **Freedom of Information –** The Council is subject to the provisions of the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. Prospective suppliers should be aware of this obligation and must specify in their offer if there is any information they require to remain confidential or they deem to be commercially sensitive. This will be honoured if authorised by the Act.

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

The Council 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 (subject to Royal Assent) 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 includes information provided by third parties as part of a procurement exercise.

Please view the Council's [Privacy Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information

3.1.6 **Publicity –** No publicity regarding the provision of the goods/services or works or the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication.

3.1.7 **Transparency –** The Council must comply with transparency obligations imposed upon it regarding publication of information relevant to this procurement process and any resulting contract(s). The Council routinely publishes details of its contracts on its website, including the contract values and the identities of its service providers and suppliers.

# SECTION 4 - EVALUATION

4.1 Evaluation Criteria

4.1.1 It is anticipated that the Council will award the licence for each site to the highest bidder for each site; however the Council does not bind itself to accept the highest or any offer.

4.1.2 Once the successful supplier has been identified, they will be notified to this effect. All other suppliers will be notified that they were unsuccessful.

**SECTION 5 – CONTRACT TERMS & CONDITIONS**

5.1.1 The Council’s Licence to Occupy is attached (as a separate document) and will apply to any subsequent agreement that may arise. Any alternative terms and conditions submitted with a quotation will not be considered by the Council.

Should a supplier have any queries regarding the terms, these MUST be stated during the clarifications period before submitting its offer.

5.1.2 The Council may agree upon any non-material changes to the terms of Licence, however any such agreement shall be at the sole and exclusive discretion of the Council.