

INVITATION TO TENDER – GWYNEDD ICE CREAM CONCESSION

Concession period - 01/05/19 – 30/04/23

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 GWYNEDD Council (hereafter known as the Council) is offering the opportunity for established ice cream companies (hereinafter known as the Tenderer) to apply for catering concessions (hereinafter known as Concession) at sites as detailed in Schedule 1 the terms and conditions of which can be found in the following pages. It must be noted that this concession does not include the provision of any facilities or services whatsoever,

2. TERMS AND CONDITIONS

2.1 The successful Tenderer will be able to operate up to a maximum of 1 ice cream van as part of the concession for the sale of ice-cream.

Exceptions:

- More than 1 van will be permitted at Site 8. Morfa Bychan (**up to 7**) through agreement with the Council.
- If more than one concession is agreed at Site 8. Morfa Bychan, **one** concession will also be permitted to sell other light refreshments such as light snacks, teas, coffees etc.
- Light refreshments as listed above will be permitted at sites 3 (Cilan) and 7 (Llanberis).
- The concession at Site 9 Porthmadog will be available for **either** ice-cream **or** light refreshments and not both.

All ice cream vans associated with this concession will be sited as determined by the Council.

The Tenderer will be allowed to operate from 09.00hrs to 21.00hrs each day of the tender period. All vans must be removed from site by 21.00hrs each day.

Tenderers should inspect all sites being tendered for, and be aware that cafes operates throughout the year at certain concession sites and as the sitting of an ice cream van is not a licensable activity that private land owners may let concessions also.

Details of the ice cream vans that can be provided by the Tenderer must be listed as part of the Form of Tender submission together with the income offered for the Concession and proof of hygiene certificate. Appropriate references should also be made available on request.

The size of the ice cream vans are to be listed as part of the Form of Tender submission.

Ice cream vans must be self-contained and not require any power supplies from the Council.

Any tables and chairs associated with the Concession must be provided by the Tenderer.

The Council reserves the right, acting reasonably but at its absolute discretion, to close a Concession at any time if they consider that there is a need to do so.

The use of a public address system from any ice cream van catering will be prohibited unless prior written permission has been obtained from the Council.

The use of silenced generators for the operation of the ice cream vans will be permitted.

The Tenderer must not allow any ice cream van to break the surface of the ground unless first obtaining written permission from the Council. Reinstatement must be made by the Tenderer to the satisfaction

of the Council. Failure to do so will result in the reinstatement being carried out by the Council and all reasonable costs must be reimbursed to the Council forthwith on demand.

The Tenderer shall fully indemnify the Council against all proceedings, costs, claims, demands and liability howsoever arising, whether directly or indirectly, in connection with the Tenderers occupation and in particular (but without limitation to the generality of the foregoing) shall indemnify the Council against any liability for injury, to or death of any person and loss of or damage to any property, howsoever caused. Further, the Tenderer shall in connection with their liability hereunder affect a public liability insurance policy for an indemnity limit of not less than **£5 million pounds** in respect of any one occurrence, The Tenderer must also hold employees liability insurance cover and by this tendering process it is assumed that this cover is in place and held by the Tenderer. A copy of the public liability certificates must be supplied as part of the tender. The Council accepts no responsibility for loss or damage to the property of the catering concession or their employees or visitors.

The Tenderer must keep a suitable firefighting equipment in relation to the Concession available for use at all times. The Council reserves the right to inspect all units and equipment with or without the Fire Officer, for the purpose of ensuring that adequate fire precautions have been taken.

The Tenderer shall not be permitted to sub-let or share the whole or any portion of the pitch area allotted and any article or exhibition on such a pitch contrary to this rule will be removed.

The Council reserves the right to inspect all stands and equipment without prior notice.

The Tenderer will meet at all costs incurred for the installation of the ice cream vans and any supplies or facilities / services needed.

The Tenderer is responsible to ensure that their pitch area is kept clean and free from litter.

The public use of glass containers for ice cream will not be permitted.

The tenderer must ensure that all plant and equipment provided or used by the Tenderer has been inspected and tested at suitably frequent intervals (or if applicable, as required by law) and is at all times in a safe condition and safe for use and have up to date certificates in place as required by law. The tenderer will produce to the Council on demand the following safety certificates:

2.25.1 Safety certificates for each item of equipment where appropriate for public use.

2.25.2 Fireproof certificates in respect of any marquee or tented accommodation.

2.25.3 Portable Appliance Test certificates (PAT) in respect of each item of electrical equipment used.

2.26 All ice cream vans must conform to the FOOD SAFETY ACT 1990, REGULATION (EC) NO 853/2004, FOOD HYGIENE (ENGLAND) REGULATIONS 2—6 and tenderers must provide Hygiene Certificates and Council Registration documents with the tender submission. N.B If you have any queries regarding the above or with any assistance to enable you to comply with this requirement, please contact Gwynedd Council's Food Safety Office – (01766) 771000 at any time during office hours.

2.27 All units must comply in every respect with Food Safety & Health & Safety legislation.

2.28 The Tenderer must not allow or cause directly or any danger to the public in connection with the Concession due to any plant and equipment used by the Tenderer during the occupation of the site.

3. APPLICATION

3.1 Your application must be sent in an envelope to be received by the Estate Manager, Gwynedd Council, Shirehall Street, Caernarfon, LL55 1SH BY 17th of April, 2019.

3.2 No indication for your company should be visible from the outside of the envelope. Applications by fax or email will not be accepted, and no application sent this way will be considered.

3.3 The receipt of the application for the concession does not constitute an acceptance by the Council.

Please do not forward any monies at this stage.

Please read and sign this notification clause and return it as part of your tender application.
I have read these Terms and Conditions. I understand them and agree to abide by them and any other conditions as issued by the Council.

Signed: _____ Date: _____

Name (please print): _____

On behalf of (company name): _____

Witness: _____

Name (please print): _____

Address:

Telephone: _____ Email: _____

FORM OF TENDER – GWYNEDD ICE CREAM CONCESSION

01/05/19 – 30/04/23

(Please complete all sections deleting those as appropriate)

Type of Ice Cream Van		Maximum size of unit (in meters)	Photo supplied of unit
Unit 1			
Unit 2			
Unit 3			

Hygiene Certificates and Council Registration documents enclosed with the tender submission

Yes / No

A copy of the company's £5m public liability certificate enclosed

Yes / No

Two references where similar work has been carried out:

Event Organisation Contact Name Address Post Code Telephone	Event Organisation Contact Name Address Post Code Telephone
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Having examined the Terms and Conditions of the supply of the above-named services, for the concessions at the following sites I offer:

Lleoliad / Location	Enw / Name	Cynnig (£ y flwyddyn) / Offer (£ per annum)
1. Abersoch	Treath Bach & Warren Beach	
2. Machroes	Maes parcio / Parking	
3. Cilan	Porth Neigwl / Hell's Mouth	
4. Dinas Dinlle	Belan	
5. Dinas Dinlle	Morfa Coch	
6. Harlech	Maes Parcio / Parking	
7. Llanberis	Y Glyn	
8. Morfa Bychan	Traeth / Beach	
9. Porthmadog	Y Cei / The Quay	
10. Trefor	Traeth / Beach	

I undertake to hold our tender open for acceptance for a period of one month from the date of submission of this tender.

If successful with this submission I undertake to execute a formal agreement with the Council and pay the tendered sum in total subject to receiving an official invoice from the Council.

I understand that failure to pay these amounts by the stated times may result in the Council cancelling the agreement and offering the tender to another company with the Council not being liable for any expenditure, loss, damage, or liability sustained or incurred by the Tenderer.

I understand that the Council are not bound to accept the lowest, highest or any tender it may receive.

Signature

Print Name

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Date