

GORTIN GLEN FOREST PARK, COUNTY TYRONE

Tenders are invited to provide for sale of hot and cold food and beverages (mobile catering unit or equivalent) in the designated area at Gortin Glen Forest Park for the period:

1 June 2020 – 31 October 2020

with the possibility of a monthly extension for up to 3 months through mutual consent of both parties.

A joint submission from two operators will be considered.

TERMS AND CONDITIONS OF TRADING

(to be incorporated into an Agreement between the Vendor and Fermanagh and Omagh District Council).

1. The Vendor must not trade before 7:00 a.m. or after 11:00 p.m. on any day from 1 June 2020 – 31 October 2020 but must trade for a minimum of 3 hours on the following days; every Saturday, every Sunday, and every Bank Holiday.
2. Rent to be paid in full by 1 June 2020.
3. The Vendor will be solely responsible for any complaints regarding refreshments sold and standards of service provided.
4. The Vendor must indemnify the Council against all legal actions or proceedings.
5. All vehicles used by the Vendor must be parked in the area designated by Council officials. Only the Vendor's vehicle, will be permitted, unless agreed in writing with Council.
6. No access to utilities nor storage facilities will be provided by Council for any vehicles, equipment or supplies.
7. Refreshments (e.g. ice-cream, hot and cold food or drinks, confectionery, fruit smoothies, etc) shall be sold only from the Vendor's vehicle.
8. The Vendor shall be responsible for observing all relevant statutory requirements of the catering, confectionery and ice cream traders.
9. The Vendor shall not sell any alcoholic beverages or tobacco products within Gortin Glen Forest Park

Appendix 1

10. The Mobile Catering Agreement will be personal to the Vendor and cannot be assigned nor sub-let, unless agreed in writing with Council.
11. The Vendor will be responsible for providing at least 1 No. receptacles for refuse at the designated area and removal off site at cessation of trading each day.
12. The Vendor must leave the designated area clean and tidy at the end of each day.
13. The Vendor must not discharge or permit to be discharged any waste product or material or any effluent whatsoever within the Forest.
14. The Vendor must leave the area clean and tidy immediately after use and **not** dispose of any food items or packaging materials within the Forest Park.

Evaluation of submissions will follow a two-stage process.

Stage 1 - Pass/Fail

Provider must provide evidence of the following:

- Be registered with Fermanagh and Omagh District Council to trade
- Hold a current Food Hygiene rating of 4 or above
- Hold Public / Product Liability Insurance to the value of £5m for the rental period
- Hold Employers' Liability Insurance to the value of £10m for the rental period (if relevant)
- Hold a valid vehicle test certificate and insurance

Stage 2 – Rental Offer Price for period

Tenders that pass Stage 1 will be selected on the following criteria:

- **Highest Rental Price offered for the period - Award 100%**