

Operation of a Mobile Catering Concession

King George V Playing Field

King George V Playing Field Trust
(c/o Rayleigh Town Council)
The Pavilion
King George V Playing Field
Rayleigh
SS6 8JD

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INVITATION TO TENDER

**To Operate a MOBILE CATERING CONCESSION on LAND owned by
KING GEORGE V PLAYING FIELD TRUST**

1. INTRODUCTION

- 1.1 Rayleigh Town Council (hereafter known as the Council) as sole trustee of the King George V Playing Field Trust is offering the opportunity for established outdoor catering companies (hereafter known as the Tenderer) to apply for a catering concession (hereafter known as the Concession) at the car park in King George V Playing Field, duration of the Agreement is for 3 years. The Agreement is expected to start in April 2026. It must be noted however that this concession does not include the sale of any alcohol.

2. TERMS AND CONDITIONS.

- 2.1 The Council is offering one catering pitch at King George V Playing Field car park

Consideration will be given to those Tenderers who can supply traditional catering facilities such as hot food, ice cream, and hot & cold beverages.

Any amount paid to the Council for the permission to trade on any or all of the sites will increase by 5% at each anniversary of the agreement.

- 2.2 It is proposed that all catering pitches associated with this Concession will be sited within a designated area as determined by the Council. Allocation of pitches and facilities is at the discretion of the Council and no catering unit shall move from the allocated area.
- 2.3 The Tenderer will be allowed to operate from during the park opening hours throughout the year.
- 2.4 Details of the catering facilities 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, a sample copy of menus, price lists and photographs of the units.
- 2.5 All unit towing vehicles must be parked next to the unit .The size of the catering unit required and support vehicle to be listed as part of the Form of Tender submission.

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- 2.6 Catering units must be self contained and not require any power supplies from the Council.
- 2.7 All tables and chairs associated with the Concession must be provided by the Tenderer.
- 2.8 The Council reserves the right, acting reasonably but at its absolute discretion, to close any Concession at any time if they consider that there is a need to do so.
- 2.9 In the event of supplies, services or facilities being curtailed due to a strike, lock-out, weather conditions or other circumstances beyond the reasonable control of the Council, the Council shall not be liable for any expenditure, loss, damage or liability sustained or incurred by the Tenderer.
- 2.10 The use of a public address system from any catering unit will be prohibited unless prior written permission has been obtained from the Council.
- 2.11 The use of silenced generators for the operation of the catering unit will be permitted. Details must accompany the application.
- 2.12 A drinking water supply will not be available on site; the Tenderer must provide a clean potable water supply so as to enable compliance with the FOOD SAFETY ACT 1990.
- 2.13 The Tenderer must not allow any catering unit 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.
- 2.14 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 at any of the sites 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 tending 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 original insurance certificate must be available for viewing if required by the Council. The Council accepts no

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responsibility for loss or damage to the property of the catering concession or their employees or visitors.

- 2.15 The Tenderer must keep suitable fire fighting 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.
- 2.16 The Tenderer shall not be permitted to sub-let or share the whole or any portion of the pitch area allotted and any article on such a pitch contrary to this rule will be removed. Any Tenderer infringing this rule will be expelled from the site.
- 2.17 The Council reserves the right to inspect all facilities without prior notice.
- 2.18 The Tenderer will meet all costs incurred for the installation of the catering unit and any supplies or facilities / services needed.
- 2.19 The Tenderer is responsible to ensure that their pitch area is kept clean and free from litter. A suitable container will be provided by the Tenderer for the disposal of waste.
- 2.20 Toilet facilities will be provided on site and maintained by the Council but the opening hours of which may not coincide with the times of the catering pitch.
- 2.21 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:
 - 2.21.1 Safety certificates for each item of equipment where appropriate for public use.
 - 2.21.2 Portable Appliance Test certificates (PAT) in respect of each item of electrical equipment used.
- 2.22 All food units must conform to the FOOD SAFETY ACT 1990, REGULATION (EC) No 852/2004, FOOD HYGIENE (ENGLAND) REGULATIONS 2006 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 wish any assistance to enable you to comply with this requirement, please Contact Mr A. Paddon, Senior Environmental Health Officer, on 01702 318168 at any time during office hours.

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- 2.23 All units must comply in every respect with Food Safety & Health & Safety legislation.
- 2.24 The Tenderer must not allow or cause directly or indirectly 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.
- 2.25 No barbeques will be allowed on any of the sites.
- 2.26 The Tender bid is for the operation of catering facilities only at the named sites and **NOT** at any sites in the town owned by the Council. It does not include advertising of the catering products or services.

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3. SCORING MATRIX AND PROVISION OF CONTRACT

As part of this Tender, the Tenderer shall be assessed by the following scoring matrix as explained below. Successful bidders will be scored on the following criteria:

3.1 Community Value

The Tenderer must show that their provision will bring value to the community and be in keeping with the surroundings and environment.

3.2 Variety of Concessions

As part of the Tendering process, the Tenderer will provide a copy of their menu. The menu must show a wide variety of food items which will cater for the needs of the community and shall be in keeping with the surroundings and environment of the location Tendered for.

3.3 Themed Concessions

The Tenderer will be awarded additional points for the inclusion of themed concessions that are in keeping with the nature of the surroundings and environment.

3.4 Healthy Food

The Tenderer will be awarded additional points if they can evidence that their menu also contains healthy alternatives within their menu. This will be evidenced by the submission of their menu.

3.5 References

The Tenderer shall as part of the Tendering process provide the Council with valid references; dated no longer than two years which demonstrate that the Tenderer is competent and competitive and has catered for similar events/provisions previously.

3.6 Certification

The Tenderer shall provide the Council with a copy of their Basic Food and Hygiene Training certificate and shall be judged on a Pass/Fail merit. Submissions that do not possess this certification will be automatically excluded from the selection process.

The Tenderer will also be awarded additional points for their current registered Food Hygiene rating.

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A breakdown of all points available is listed below -

AWARD CRITERIA

Income - 300 Points Maximum

<u>Royalty/Income</u>	<u>Assessment Criteria</u>	<u>Evaluation</u>
Annual fixed royalty paid to the Council for the duration of the contract.	300 Points (Maximum)	300 marks available to the Tenderer submission guaranteeing the highest fixed royalty. Each Tender submission thereafter will be scored pro rata based on percentage comparison with the highest submission.

Quality - 300 Points Maximum

<u>Quality</u>	<u>Assessment Criteria</u>	<u>Evaluation</u>
Community Value	100 Points (Maximum)	100 points will be awarded to the submission that can demonstrate an attractive catering unit that in its design is in fitting with the surroundings and environment of Hockley Woods. Each Tender submission thereafter will be scored pro rata based on percentage comparison with the highest submission.
Variety of Concessions	100 Points (Maximum)	100 points will be awarded to the submission that can demonstrate a wide range concession within their menu. This will be evidenced by a working copy of the available menu. Burgers/Hotdogs - 10 Pasties/Pies - 10 Chips - 10 Sandwiches - 10 Ice Cream - 10 Jacket Potatoes & Fillings- 10 Snacks (Crisps, Chocolate etc.) - 10 Soft Drinks/ Tea/Coffee Variety - 10

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		Soups - 10 Cakes/Pastries- 10
Themed Concessions	50 Points (Maximum)	50 additional points will be awarded to the submission that can demonstrate themed menu items that are in fitting with the surrounding and environment of Hockley Woods.
Healthy Food	20 Points (Maximum)	<p>20 points will be awarded to the Tender submission that can demonstrate a variety of healthy alternatives are available as part of their everyday menu.</p> <p>Each Tender submission thereafter will be scored pro rata based on percentage comparison with the highest variety submission.</p>

<u>Certification</u>	<u>Assessment Criteria</u>	<u>Evaluation</u>
Basic Food Hygiene Training	Pass/Fail	Evidence of training in Basic Food Hygiene submitted as part of Tender.
Current Food hygiene Rating	30 Points (Maximum)	<p>5 Star – 30 Points 4 Star – 20 Points 3 Star – 12 Points 2 Star – 6 Points 1 Star – 2 Points</p>

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4. TENDER PROCEDURE

- 4.1 Rayleigh Town Council will be pleased to receive from you by no later than **noon, Monday 2 March 2026**, a bona fide Tender for the work in accordance with this Tender document and the Tender arrangements as listed above. No Tender will be considered which is received after the stated time and date.
- 4.2 Full Tender documentation comprises of:
 - One electronic copy of the contract Tender specifications, including conditions
 - One Tender return envelope template
- 4.3 Any Clarification questions must be emailed to clerk@rayleightowncouncil.gov.uk no later than Thursday 26th February 2026
- 4.4 The Form of Tender (page 12) and notification clause (page 11) are to be completed and one complete copy of this document is to be returned as part of the Tender submission, together with all requested documentation.
- 4.5 Your application must be sent using the return envelope template provided, which is marked for the attention of the Town Clerk, Rayleigh Town Council, The Pavilion, King George V Playing Field, Rayleigh, SS6 8JD.
- 4.6 No indication of your company should be visible from the outside of the envelope. Applications by fax or e-mail will not be accepted, and no application sent in this way will be considered.
- 4.7 The receipt of the application for the concession does not constitute an acceptance by the Council.
- 4.8 Please do not forward any monies at this stage.

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5. NOTIFICATION CLAUSE

Please read and sign this notification clause and return one copy of this Tender document 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):

Name: (please print)

Address:

Telephone:

Email

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FORM OF TENDER – MOBILE CATERING CONCESSIONS
(Please complete all sections deleting those as appropriate)

Type of catering unit and food sold:
(e.g. hot food , donuts, ice cream etc.)

Photo supplied of unit Yes\No

Please complete the amount to be paid to Council for each Concession for the first year. The Agreement is for 3 years. The price will increase by 5% on each anniversary of the Agreement

Site – King George V Playing Field
Maximum size of unit (In metres)

.....m bym bym high

Support vehicle space required at rear of unit
(In metres)

Amount. £..... per annum

A range of menus/goods together with their suggested selling price enclosed as a separate document Yes/No

Copies of the Hygiene Certificates and Council Registration documents enclosed with the Tender submission Yes/No

A copy of the companies £5m public liability certificate enclosed Yes/No

Two references where similar work has been carried out:

Location.....

Organisation.....

Contact Name.....

Address.....

.....

Postcode

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Telephone.....

Location

Organisation.....

Contact Name.....

Address.....

.....
Postcode

Telephone.....

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 a 15% non-returnable deposit for the successful site tendered within two weeks of acceptance and pay the remaining 85% amount by 1 August 2026 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.

Yours faithfully

Signature.....

Print Name.....

Date.....