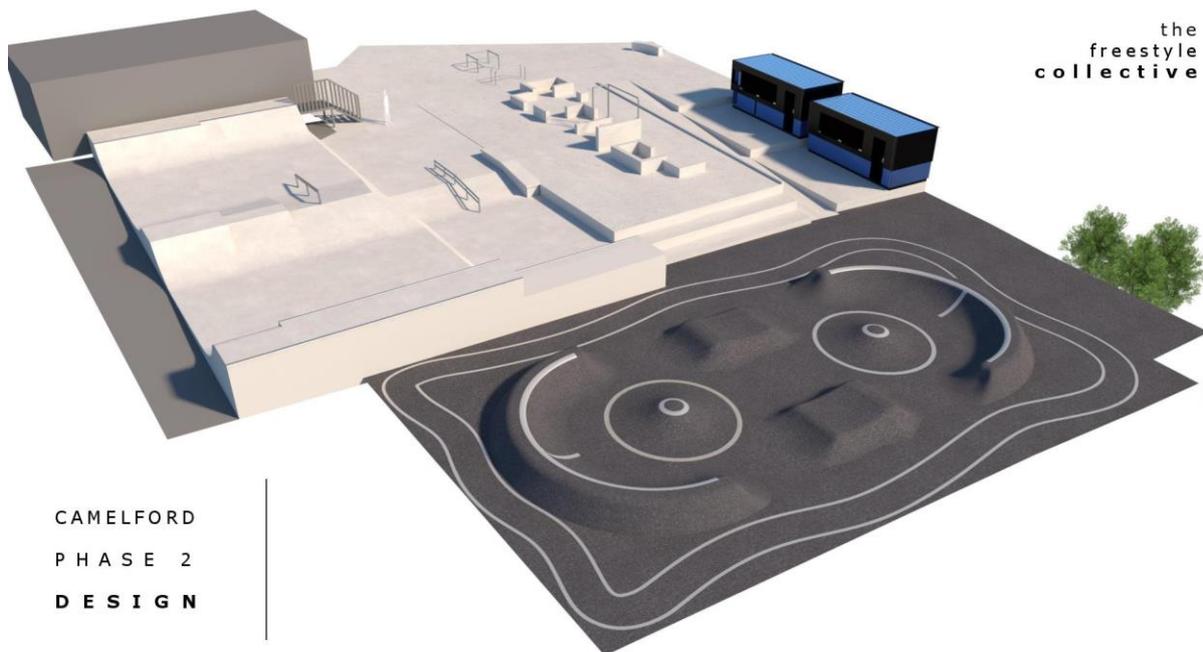


**INVITATION TO TENDER
FOR CAFÉ/YOUTH HUB AT THE OLD CATTLE MARKET (OCM)
CAMELFORD, CORNWALL
PART OF OCM REGENERATION PROJECT**



An exciting opportunity for a completely new enterprise within the OCM site



the
freestyle
collective

CAMELFORD
PHASE 2
DESIGN

Camelford Town Council is seeking tender proposals from interested parties to run a new café/creperie at the Old Cattle Market site, Clease Road, Camelford.

For more information please contact Amanda Lash, Deputy Town Clerk admin@camelford-tc.gov.uk

The closing date for proposal submission is 17 December 2021.

1. About us

Camelford Town Council (CTC) is a forward-thinking, proactive town council, keen to regenerate Camelford by creating high quality facilities and enhancing existing facilities for all its residents to improve social and cultural cohesion. Its aim is to improve the places and spaces in Camelford, enabling people to come together and build strong relationships. CTC want to enable people to fulfil their potential by offering employment and/or volunteering opportunities, take part in community events (thus creating a sense of belonging) and involve as many people in our projects so that they feel a sense of ownership.

2. About Camelford and the site

Camelford is a market town with a population of just over 3,000 situated between the North Cornwall Coast and Bodmin Moor (an AONB). There are numerous shops, including 3 public houses, a hardware shop, post office, convenience stores, community hub and hair/beauty salons. It has another play area (aimed at u13s) in Enfield Park at the other side of town including, and a riverside walk. There are currently proposals for a bypass. Should the bid be successful, work will start 2023.

The Old Cattle Market (OCM) site is located just off the A39. There is a free car park opposite and a bus stop. There are two schools located about 2-minutes walk from the site: Camelford Primary School and Sir James Smith's School, with a total of around 800 pupils from a catchment area of approximately 10 miles, including Delabole, St Teath, St Breward, Tintagel and Otterham. The site is leased from the Camelford Town Trust.

The skatepark was completed in September 2018, made possible by Grant Funding from SITA Cornwall Trust Ltd and s106 monies/matched funding from CTC. This facility is incredibly popular amongst the young people and has drawn many people from a 16-mile radius. It is also finding, during holiday periods, increasing visits from tourists.

3. Our vision

Phase 2 is regenerating the Old Cattle Market site from a partly derelict historical site, into a multi-use, inclusive recreational facility. Works are due to start end of November. This facility will meet the needs of our local community, the villages and towns in the surrounding area and bring in visitors and tourists to help regenerate Camelford, a once thriving market town. The project includes extension of the skatepark and resurfacing, a parkour area, pump track, outside gym equipment and a café/youth hub.

Extensive community engagement has formed this vision. The facilities and activities it proposes to offer are those that have been identified by our community. A wish to make life that little bit better, more enjoyable and more conducive to a sociable life where people will spend time together in a place they enjoy, with activities that will provide people with the confidence and skills to achieve their ambitions. Anti-social behaviour, low self-esteem, low aspiration are current issues in Camelford. This project seeks to

show our community, especially our children/young people, that they are worth investing in, and provide a network of people who can guide, teach and inspire them. CTC believes that the facilities and activities proposed are the most effective response to the issues that Camelford faces. This regeneration will complement existing provision within our Town. It is realistic, sustainable and has full support of the community, the Town Council, local schools and businesses, local organisations and Cornwall Council.

4. Café/Youth Hub

CTC is purchasing a 20ft x 6ft container to house the café, with the existing shelter being relocated next to the new container to form extra seating. Consultation revealed that people would like a creperie. This has the additional benefit of providing a food that is not currently served in Camelford, and therefore does not “step on any toes”. This is important to CTC. Camelford currently has 2 café/takeaways and so it is looking to provide something different.

5. Our Offer

- Basic fit out of converted container unit (to be discussed with successful bid)
- Covered by CCTV
- Sole use of the cafe for food preparation and catering
- Rent free period until 31 May 2022
- Apprentice

6. What we are looking for in a provider

6.1. Essential

- (1) Proven experience in running a business, catering on a day to day basis, operating a café.
- (2) An ability to work with people of all ages (particularly teenagers) to create a welcoming and attractive space which enhances the OCM site and attracts more visitors.
- (3) Financial commitment in the form of monthly rent (once the rent-free period expires).
- (4) A commitment to a period of 3 years in which to grow and promote the business for its own and the OCM’s benefit.
- (5) An understanding of the local area and a willingness to maintain a welcoming and inclusive atmosphere for all members of the community.
- (6) An ability to work with fluctuating business within opening hours and respect our sustainability policy.
- (7) Provide good quality, well-produced simple food, including crepes, representing value for money and a range of hot and cold beverages and ice creams/smoothies (especially in Summer).
- (8) A willingness to work with CTC with respect and flexibility for the mutual benefit of our organisation and to serve our community.

6.2. Desirable

- (1) A desire to work with young people and vulnerable adults (e.g. out of work, disabilities, the elderly)
- (2) A genuine interest in getting people active and strengthening social cohesion.

7. General Trading Terms

- 7.1. It is our intention to let the café space and offer the café container and service contract on the basis of the following terms (please note that a full lease agreement will be required to be completed and signed prior to commencement).
- 7.2. It is run as a separate, independent business with a willingness to support, complement and enhance CTC's vision, values and activities in line with Sport England and Reaching Communities vision.
- 7.3. The successful tender will be responsible for fit out in terms of kitchen equipment for the unit. The successful tenderer shall supply all necessary crockery, glassware and cutlery for the operation of the café.
- 7.4. Supply and maintain all furniture, décor and services required for the café/youth hub and ensure that the integrity and consistency of the overall fit out is to be to the satisfaction of CTC. CTC shall approve all designs and branding for the café/youth hub prior to installation of the said furniture, décor and/or services.
- 7.5. All CTC owned fixtures and fittings are to be maintained at the café's expense.
- 7.6. CTC will not be responsible for the cleaning, repair and on-going maintenance of the contractor's kitchen equipment, tables, chairs and internal decoration.
- 7.7. It is the responsibility of the tenant to ensure the ongoing maintenance of the container unit; this includes liaising with our Grounds Maintenance Team to remove graffiti or repair vandalism.
- 7.8. The successful tender will be responsible for the ordering and supply of items of food and beverages of high quality.
- 7.9. Make such satisfactory arrangements as are necessary for the removal and disposal of waste and for the cleaning and safety of all areas under the Tenderer's control and not to discharge any noxious or deleterious substances into the drains and pipes serving the café/youth hub.
- 7.10. Adhere to CTC's Environmental Statement with regards to waste management, recycling and procurement.
- 7.11. Provision of outside tables and chairs would be desirable.
- 7.12. A lease will be granted for 3 years (with a break-clause at the end of Year 1 with a review every 6 months) with an option to extend at the sole discretion of CTC.

- 7.13. Rent is paid monthly in advance on the 1st day of each month by standing order. A rent-free period will be offered until 31 May 2022. From 1 June 2022, rent of £420 is paid monthly in advance by standing order. Rent to be reviewed annually thereafter.
- 7.14. In partnership with CTC, create and maintain database relating to usage and other such statistics in line with requirements from grant providers.
- 7.15. Accept liability for any injury loss or damage to any person or property (including CTC's employees and CTC's property) caused by the tenderer's negligence or default or that of its employees or agents and indemnify CTC against any costs, claims and expenses whatsoever in respect thereof.
- 7.16. At all times maintain high standards of hygiene and general cleanliness in the preparation, handling and serving of food and beverages and in the use and maintenance of fittings, utensils and equipment and ensure compliance with all statutory requirements and relevant Codes of Practice and Legislation.
- 7.17. Ensure that safe working practices are carried out at all times by employees and/or staff and generally comply with relevant Health and Safety legislation and regulations.
- 7.18. Take all reasonable precautions to prevent any disorderly conduct within the café/youth hub and in the event of disorderly conduct occurring to take immediate effective steps as are legally and practically possible to bring such conduct to an end. All anti-social behaviour should be reported to Devon & Cornwall Police via online reporting. A log should be kept of any incidents and regularly reported to CTC.
- 7.19. Permit authorised CTC employees/councillors or agents to have access to and inspect, whenever required.
- 7.20. Comply with all reasonable directions of CTC in connection with the good management of the café/youth hub.
- 7.21. Provide a sufficient number of competent and properly trained staff and take all reasonable precautions to ensure that all staff shall be suitably dressed and shall be clean, sober and civil.
- 7.22. Keep the café/youth hub clean at all times during opening hours, including including all kitchen equipment, utensils and tables, chairs and floors.
- 7.23. Business rates, VAT and any employee costs/PAYE are the responsibility of the tenant.
- 7.24. Utilities to be paid by the tenant directly to the utility supplier.
- 7.25. Opening hours between April and October:
Monday to Thursday – 3pm – 7pm
Friday – 3pm to 9pm

Saturday – 12pm to 9pm
Sunday 12pm – 4pm
Any change to these opening hours will require planning consent from Cornwall Council.

- 7.26. CTC is happy to negotiate opening hours for November through to March as acknowledges that a reduced service maybe required.

8. Contract Commencement Date

- 8.1. Contract negotiations to start 4 January 2022. It is expected that the contract will commence 1st February 2022.

9. Questions

- 9.1. All questions, requests or other communications regarding this tender must be made in writing to admin@camelford-tc.gov.uk

10. Late Submissions

- 10.1. Tenders submitted after the closing date will not be accepted.

11. Expenses and Losses

- 11.1. CTC shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their tender proposals.

12. Preparation of Tender

- 12.1. It is the responsibility of prospective tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tenders.

13. Confidentiality

- 13.1. All information supplied by the Council in connection with this invitation to tender shall be treated as confidential by prospective tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the tender.

14. Ownership of Tender Documents

- 14.1. These documents are, and shall remain, the property of CTC and shall be returned with the tender. If no tender is to be submitted, the documents shall be returned pursuant to the CTC's Invitation to Tender.

15. Insurances

- 15.1. The Supplier shall effect and maintain insurance necessary to cover their liabilities under this Contract. This includes:
Caterers Liability Insurance to £5m
Public Liability Insurance to £5m
Product Liability Insurance to £5m
Contents insurance £50,000

16. Tender Format

- 16.1. Those interested in tendering for this project should submit a tender document comprising of:
1. Form of Tender
 2. Your experience in operating similar or relevant business, examples of any recent catering work undertaken or current business.
 3. Trading figures for the previous year, copies of your company insurance documents, copies of health and safety policy of current businesses, your qualifications and relevant certificates.
 4. A proposal outlining your vision for the new café/youth hub, information on food sourcing, proposed opening hours, staff structure, recruitment and wage policy (no longer than 2 x A4 pages please)
 5. A draft cash-flow for the first year of operation.
 6. An inventory of equipment/investment to be provided.
 7. A proposed design for the internal decoration and layout of the café/youth hub.
 8. Sample menus and pricing for day-to-day café offering and an evening menu.
 9. Names and contact details of two referees.
 10. Copies of Insurances: Public/Product Liability, Employers Liability etc (on signing)
- 16.2. All documents requiring a signature shall be signed.
- (a) Where the Tenderer is an individual, by that individual
 - (b) Where the Tenderer is a partnership by the two duly authorised partners.
 - (c) Where the Tenderer is a company by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

17. Key Dates for tender process

Publication of invitation to tender: 17 November 2021

Visits to the site: The site is open 24/7. Should you wish a member of staff to meet you, please arrange with the office.

Closing date for submissions: 17 December 2021

Short-listed provider panel interviews: w/b 3 January 2022

Final discussion on Service Agreement with Service Provider and agreement on start date: w/b 31 January 2022

Contract start date: 1 February 2022

Full operation start date: February half-term 2022

18. Offer and Acceptance of Contract

- 18.1. Prior to the expiry of the tender validity period as defined in 17 above, CTC will send to the successful tenderer a letter of provisional acceptance of

tender. This letter will make clear that the execution of the contract will be subject to a minimum mandatory standstill period of 10 calendar days, from the day after the date of letter of provisional acceptance.

18.2. At the same time, CTC will notify each unsuccessful tenderer.

19.2010 Bribery Act

The Supplier shall:

- 19.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 19.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 19.3. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 1.1(b), and will enforce them where appropriate;
- 19.4. promptly report to CTC any request or demand for any undue financial or other advantage of any kind received by the Tenderer in connection with the performance of this agreement;
- 19.5. immediately notify CTC (in writing) if a foreign public official becomes an officer or employee of the Tenderer or acquires a direct or indirect interest in the Tenderer (and the Tenderer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
- 19.6. within 3 months of the date of award of this contract, and annually thereafter, certify to CTC in writing signed by an officer of the Tenderer, compliance with this clause 1 of the Bribery Act 2010 by the Tenderer and all persons associated with it under clause 1.2 of the Bribery Act 2010. The Tenderer shall provide such supporting evidence of compliance as CTC may reasonably request.

20. Any supplier may be disqualified who:

- 20.1. is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- 20.2. is the subject of proceeding for a declaration of bankruptcy, for an order of compulsory winding-up or administration by the court or for an arrangement with creditors or is the subject of any other similar proceedings under national laws or regulations;
- 20.3. has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata;
- 20.4. has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- 20.5. has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or those of the country of the contracting authority;

- 20.6. has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or those of the country of the contracting authority;
- 20.7. is guilty of serious misrepresentations in supplying the information required under the provisions of the Directive on the criteria for qualitative selection.

All site visits to be booked in with Amanda Lash, admin@camelford-tc.gov.uk

Please email your submission and associated documents in pdf format to:

Admin@camelford-tc.gov.uk or post to

Town Hall
Market Place
Camelford PL32 9PD

This project is funded by:



*(COVID19 dependent)



Evaluation/Award Criteria

A two stage process will be used to assess tenders.

Stage 1 of the assessment process will be an examination of the experience of each submitting party

Selection Criteria	Mark
<p>Company Experience</p> <p>The Tenderer shall or have operated a similar business for a minimum period of one – two years within the last 5 years. Please fill out and return document below. Failure to return this document may lead to a fail mark.</p> <div style="text-align: center;">  Similar Contracts.doc </div>	Pass/Fail
<p>Technical Capacity</p> <ul style="list-style-type: none"> The Supplier shall effect and maintain insurance necessary to cover their liabilities under this Contract. This will include Professional Indemnity Insurance, and where applicable Public Liability (£5 million) and Employer’s Liability Insurance (£5 million). Copies of all valid insurances should be provided. Failure to provide these documents may lead to a fail mark. Tenderers must agree to meet the general conditions of contract and the specification. 	Pass/Fail

Form of Tender

“OCM Café/Youth Hub”

To: Camelford Town Council, Market Place, Camelford PL32 9PD

Councillors:

Having examined all documentation bound in this Invitation Document as listed in the Table of Contents. I/we undertake to provide the above-mentioned services in conformity with this tender for the following prices: -

“OCM Café/Youth Hub – Provision of Quality Catering Services”

Item	Cost	Back up Information

Please also provide the following:

I/we will keep prices fixed for a period of 3 years, reviewable under discussion.

I/we understand that you are not bound to accept the lowest or any tender.

Signed:

For or on Behalf of:

Address:

Position in Company: Date: