



### Tender Opportunity for

- A bar service for onsite consumption only as part of Salisbury City Councils two annual pop up events which are held during the summer and Christmas periods
- Tender to cover 2 years operation
- This is for a one off agreement, and does not give the successful applicant any rights to further opportunities

### Background Information

**Venue:** The Guildhall Square, Salisbury, SP1 1JH

**Dates:**

**Summer** Saturday 27 July until Monday 01 September 2024

**Christmas** Friday 15 November until Tuesday 31 December 2024

**2025 Dates TBC but cover similar period**

**Purpose:** This event utilises Salisbury City Council land to add vibrancy and activity to the centre of Salisbury. It is to enhance the summer and Christmas offer for residents and visitors and is designed to encourage people into the city centre to enjoy an experiential activity for a limited time and to encourage footfall throughout the rest of Salisbury.

**Events:**

**Summer** The council will run the "Fayre on the Square" event site which will include a chargeable pop-up activity, seating area (when the activity is open only), food vendors and a bar area

**Christmas** The council will run a "Christmas on the Square" event to offer a combination of festive activity and food offering

**Operating hours:** The bar should operate between 11am and 9pm as a minimum

**Square footage:** A proposed area of 6m x 18m has been designated for a bar / permanent seating area but the site plan will not be finalised until the bar operator is selected and appropriate location for their offering considered

**Decoration Theme:**

Salisbury City Council will set a theme for each season's activity and the successful applicant will be required to follow this and allow budget in their business plan to facilitate.

As this is an experiential offering the theming is an important part of the tender.

**Security:** Any licencing requirement for security pertaining to the bar area will be the responsibility of the provider. No security will be provided.

### Submitting Your Tender

Details should be sent for the attention of Jo Wood to the following email: [events@salisburycitycouncil.gov.uk](mailto:events@salisburycitycouncil.gov.uk)

- Or returned to:  
Business Team FTAO: Jo Wood  
Salisbury City Council  
The Guildhall  
Salisbury  
Wiltshire  
SP1 1JH

### Closing Date for Applications is COP FRIDAY 03 NOVEMBER 2023

Salisbury City Council will notify you to confirm that your tender has been received

- Applicants will be notified about the success of their application by Cop 10 November 2023

### Further information

- If you would like to ask any further questions please email Jo Wood—Business and Communications Manager on the above email or call 01722 342860. NB We are unable to advise on the tender other than the information contained in this document.

**This is an opportunity to tender for a professional bar operator. Salisbury City Council is looking for innovative proposals offering a high quality bar for the hundreds of visitors who attend the event.**

## **Tender Application**

The tender document should be written and should include your full company address and contact details as well as the following information with any supporting documentation you wish to include:

1. **Experience:** Background information about you and your relevant experience. This should include your experience of operating at outdoor events. You may be asked to provide references should your tender be accepted.
2. **Innovation:** The bar is a key part of the offering, adding to the vibrancy of the area. Provide details of how you will work with SCC to accommodate this in your design. Engagement of local suppliers and produce should be considered.
3. **Details of your pricing policy**—this may be subject to further discussion but for tender please **include the prices** you would intend to charge.
4. Full power requirements and list of what the power will be used for – your contractor will be required to work closely with SCC to ensure that you have adequate supply and that power provided is not overloaded.
5. Draft profit and loss based on the information given\*
6. Copy of public and employers liability insurance certificates
7. Detail on how you plan to operate the bar and manage the back of house area, including staffing levels
8. Policy on ensuring that your bar meets the requirements set by the council relating to the challenge 25 policy around the sale of alcohol
9. That you have read and agree with all the Terms and Conditions laid out in the “Operating Terms and Conditions” paying particular attention to indemnity

\*All financial and commercially sensitive information will not be transferred to any third party and will be used solely by Salisbury City Council Officers for the purposes of this tender only.

## **Applications should demonstrate:**

- How the offer will have competitively priced products
- How the offer will be of a high quality
- The day to day operation of the bar—including who will be the onsite contact and responsible person
- Inclusion and promotion of local suppliers and charter market traders products where possible
- Consideration to the structure and any seating and cover as provision of this will be required by the operator
- Consideration should be given to the decoration and set up so that it adds significantly to the overall appeal of the event and is in keeping with the theme and is of a high end appearance. Lighting and decorations are permitted but must be of appropriate quality and meet with commercial regulations. The budget allocated to décor must be shown in your tender and final specifications of design must be agreed with SCC and their chosen subcontractor.
- How the space can be available as a community asset
- Should you decide to offer seating you must make provision for food bought from onsite vendors to be consumed within this area and consideration should be given to how this is managed

## **Key Criteria**

Each tender will be scored 1-5 on each of the above criteria. 1=poor to 5=excellent, therefore each tender will be scored out of a possible 40. This process will be followed for each application ensuring continuity and consistency throughout.

- Experience
- Product range and quality
- Locality to Salisbury
- Price of items on offer
- Image and presentation
- Pitch fee offered

- Innovation
- Health & Safety Policy

## **Pitch Fee**

- The tender value you are offering should be for the full 2 years and as guide we would look for no less than £45,000
- There will also be a fee of £1,000 +VAT administration cost
- Price is only one of the criteria that applicants will be scored against—the highest tender value will not automatically constitute the contract being awarded.
- Payment terms will be agreed following the contract being awarded.

## **Pitch Fee will include:**

- A power supply is available. Requirements for this should be indicated in your tender but will be subject to further discussions on the awarding of contract. **NB** Power supply is for lighting/fridges/small appliances for the bar. Supply of power for any heating will be the responsibility of the winning tender
- 5 x 1100l bins— three for general waste and two for recyclable (to be emptied 6 days a week and shared with whole site)
- 2 x for glass waste (to be emptied once a week and shared with whole site)
- Event marketing and promotion
- On-going support from the Event Management team throughout the planning and operational phases of the event

## **Additional Responsibility for the Bar supplier will be:**

- Security for the bar area only as required by the Premises Licence\*
- Any music will require appropriate licences

**\*Please note** that the Premises Licence will be discussed and finalised with the successful applicant

## **The Selection Process**

- Salisbury City Council is committed to a transparent tender process ensuring that both commercialism and localism are accommodated in equal measure
- The selection process will be based on the information provided so applicants are encouraged to be comprehensive and include all information that you wish the organisers to review
- The information provided in the tender will be subject to review by Salisbury City Council Events team and each tender will be scored in exactly the same way and marks will only be awarded for features that have been described in writing—**no assumptions will be made.**

## Operating Terms and Conditions

### Tender Submission

Salisbury City Council will notify you to confirm that your tender has been received. All tenders are to be returned by **COP Friday 03 November 2023**, we also ask all applicants make themselves available for 8 November 2023 for any "Tender Consultation". No tender shall be included/reviewed that is received after this date.

### Term of Contract for Service Provider

Shall be for the 4 events described above between July 2024 and December 2025

If during any of the above trading dates you hope to close for a private hire/function this should be agreed in writing in advance of the seasons site build. This is designed to be a community offering and therefore should be consistently available to the public. Anything requested after the site is operational may not be agreed

### Termination of Contract

Should there be any form of Government Lockdown for the City, the contract will cease immediately. If the lockdown dates mean the event cannot reopen within the stated dates, the site shall need to be dismantled at the earliest date and a refund will be calculated based on the amount of days the bar could not trade. All other financial losses will come under the "postponement or abandonment" section of these Operating Terms and Conditions

Should the Service Provider breach any of the following the contract will cease immediately, and the site will need to be cleared immediately and any monies paid will not be refunded. This includes any of the following:

- Breaking or acting against any Operating Terms and Conditions
- Breaking the law of any kind
- Trading in breach of the Premises Licence

### Opening/Operating Hours

**All traders must be open a minimum of 1100 till 1900 everyday.**

Any trader who fails to comply with this at any time:

- Will be issued a warning letter following the first breach
- Will be issued with a final warning letter following the second breach
- Will then be in breach of our Terms and Conditions and the contract will cease immediately and the site will need to be cleared immediately and any monies paid will not be refunded for a third breach

### Refuse

All refuse generated within the bar area (front and back of house) must be dealt with accordingly and placed in the appropriate bins supplied in the fenced off bin area. At no time should rubbish be put in an incorrect bin or left on the floor of the bin area.

Only refuse generated as part of event may be placed in the provided bins.

Any business/trader found to not be complying with the above, will be charged £50 per mis-demeanor and repeated offences could put the operator at risk of having the facility withdrawn from them.

### **Postponement or abandonment**

In the event of postponement or abandonment for any reason whatsoever, or in the event of failure or curtailment of any supplies, services or facilities afforded to the bar operator due to strikes, lock-outs, bad weather, acts of God, third party or other circumstances, at any time, Salisbury City Council shall in no way be held responsible for any expenditure, loss, damage or liability sustained or incurred by the Service Provider prior to, during or after the event. This also includes should there be any form of Government lockdown before or during the event.

### **Liability/Indemnity**

No liability is accepted for delays or non-performance of the Contract due to force majeure, act of God, the requirement of any statutory authority, fire, accident, industrial dispute, your failure to obtain any necessary permissions or licences or anything deemed to be beyond the Councils reasonable control.

The Organisers, its officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons or property on the site. The applicant will assume full responsibility for any third party claim arising from his/her own exhibit or conduct. The applicant hereby agrees to indemnify the Organiser against any loss claim or damage to the property of the applicant and for the death of or injury to the applicant except where such claim shall arise out of the negligence of the Organiser.

The Service Provider will indemnify Salisbury City Council at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the hire.

### **Insurance**

Applicants must have valid employer liability and public liability insurance and copies will be required.

Public liability should be for no less than £5million.

### **Loss or Damage**

The Service Provider is responsible for the site at all times during the hire period. It is the Service Providers responsibility to check the area on arrival and bring any concerns to the attention of Salisbury City Council before the build commences.

Any damage that occurs during the use of the area, must be reported to the Council immediately, this also included any incident that causes any personal injury. If an area is damaged Salisbury City Council will assess and seek professional advice (if required). The Council will pass on all costs to repair/clean to the Service Provider if it deemed it has arisen due to their negligence.

A site inspection will take place by the Council after the site is cleared, the Service Provider can be present if they wish. The Council will pass on all costs to repair/clean to the Service Provider if it deemed it has arisen due to their negligence.

### **Set-up and Break-down**

The operator will be notified of the site build period and a build schedule supplied

### **Electricity**

When using the Council power supply, the Service Provider will need to ensure that all portable appliances (light fittings, computer tills, scales, music systems, refrigeration equipment etc.) have been

Portable Appliance Tested (PAT) within the last year, and can provide evidence of such.

Power requirement will be agreed with the successful tender and anything that is added outside of the agreement must be requested prior to installation. Failure to disclose all items could mean withdrawal of the use of the power supply.

### **Security**

The Service Provider will be responsible for hiring a security firm to supply SIA licenced operatives in line with the Premises Licence or on any ESAG advice.

The Service Provider will also be responsible for their site security and management including overnight security throughout the build, operation and removal.

### **Health and Safety**

Salisbury City Council regard with the utmost importance the Health and Safety of employees, our customers and the public who attend the event. The Council will do everything reasonably practical to prevent injury to individuals and to protect employees and property in general.

The Service Provider must take responsibility for health and safety and abide by the appropriate regulations and codes of practice, this also includes any mitigation for Covid 19 for their staff and customers.

The Service Provider shall operate in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where services are being performed, and must comply with any relevant health and safety or other legislation.

The company health and safety policy statement in accordance with the Health and Safety at Work Act 1974, should be made available upon request to the council.

The Service Provider will have a full risk assessment and must also include build/installation/de-rig and this must also include any risk assessment/method statements from any contractor they may also be using. The final draft should be shown to the Council no later than 1 week prior to the build. The build or opening will not be allowed until this has been seen and passed by the Council.

### **Service Provider's Contractors**

The Service Provider is able to bring in contractors to build/decorate their site. Salisbury City Council expect the Service Provider to be responsible for the contractor at all times. This includes obtaining risk assessments/method statements, public liability documentation for all works being carried out. This information must also be in line with Salisbury City Councils terms and conditions, and should be included in the Service Providers risk assessment.

### **ESAG (Event Safety Advisory Group)**

If Wiltshire Council request an ESAG for the event, the Service Provider must make available any information/documents requested by the group's members and they must be available for the date and time any meeting is arranged.

They will also agree to adhere to any implementations/mitigations that the ESAG advise or request in line with the event.

### **Subletting**

Applicants are not permitted to sublet, sub-contract nor share any part of their allocated site.

**Compliance**

All applicants shall observe and comply with, in addition to these terms and conditions, all relevant laws and other directions, codes of practice or guidelines imposed by The Organisers and/or any law or other competent authority applicable to the event.

**Noise**

Amplified music and PA systems should not be above 65dB at any time. The Service Provider will include "noise" as part of their risk assessment and advise the Council of what procedures are for any noise complaint that is raised including nominated contact person outside of the council's standard working hours.

**Disclaimer**

The Organisers, its officers, employees, agents and representatives shall have no liability whatsoever in respect of all and any action, claim, demand, proceedings, costs, expenses, fines, penalties loss or damage whatsoever arising out of or connected with the participation by any person firm or company in whatever capacity in the event including but not limited to arising or resulting from or connected with the loss injury or damage sustained by or to any third party, any refusal by insurers to meet in full or in part or at all any claim or the seizure or taking of possession of any equipment. This shall not operate or be construed to operate to exclude or restrict the legal liability of The Organisers for death or personal injury caused by its negligence. Each entrant for itself and all those for whom it is directly or indirectly responsible shall indemnify and hold The Organisers harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damages made against The Organisers, its offices and/or representatives arising from any breach of its obligations to The Organisers or from any acts or omissions on the part of the entrant and/or those for whom it is so responsible.

**Data Protection**

The data we will gather and hold will be managed in accordance with the Data Protection Act 2018 and General Data Protection Regulation (GDPR) 2018. Salisbury City Council will not disclose or share personal information supplied by you with any third party organisation without your consent.