

SCC "Pop Up" Events for 2025 to 2027

Food "Court" Tender

Information Sheet



Tender Opportunity for

Salisbury City Council is proud to offer the opportunity to be the provider /operator of choice for their offering over a period of 3 years for its summer and winter events 2025-2027. Salisbury City Council see this a fantastic opportunity for a local or national provider to be at the heart of the Salisbury experience and to offer a unique solution.

- A food offering forming part of Salisbury City Councils two annual pop up events; these are held during the Summer and Christmas periods (for onsite consumption only)
- Tender opportunity on offer will be to cover 3 years of operation, (including and offering the unique opportunity to be at the heart of our 2027 celebrations in which Salisbury will celebrate being 800 years old) The expectation is that the historic birthday will further be an opportunity for the successful bidder to offer a bespoke take upon any offering with this in mind)
- This is for a one off agreement for "Fayre on the Square" and "Christmas on the Square" **only**, and does not give the successful applicant any additional rights to further opportunities or any other 2027 celebration events

Background Information

Venue: The Guildhall Square, Salisbury, SP1 1JH

Dates:

- **2025 Summer:** Saturday 18 July - 31 August / **Christmas** Friday 21 November - 04 January 2026
- **2026 Summer:** Saturday 18 July – 06 September / **Christmas:** Friday 20 November – 02 January 2027
- **2027 Summer:** Saturday 24 July – 05 September / **Christmas** Friday 19 November – 02 January 2028

Purpose:

This event utilises Salisbury City Council land and or real estate to offer activities within the centre of Salisbury; with the historic Guildhall building, Guildhall and Market Square as the backdrop. This event is an opportunity for the successful bidder to showcase its offerings to the extensive local , national and international audience and its relationships with local providers. 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 whilst driving 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 activities, seating area (provided by the bar operator).

Christmas The council will run a "Christmas on the Square" event to offer a combination of festive activity alongside a bar/beverage offering (please note this tender only covers the food element of this option) 2027; Salisbury will be celebrating being 800 years old, this tender does not cover any of our events during that time, but 2027 pop up events will incorporate us celebrating the cities birthday.

Operating hours:

The food offerings should operate between 11am and 7pm as a minimum.

Area:

The site plan has a designated space allocated for the bar and they will supply a small outside seating area that will allow food purchased at the event to be consumed at. We would look at a minimum of two savoury options and two sweet option. These must be separate housing (i.e. chalets) and each one should be no bigger than 4.5x3m.

Decoration, theme and design:

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 decorating of their "housing".

The theming is an important part of the tender. Especially due to introduction of the additional year and the 2027 celebration.

As these events are now well established and this is the first time of offering the food as a tender.

Security:

No security provision will be provided by Salisbury City Council.

Submitting Your Tender

Details should be sent for the attention of Matthew Hine to the following email: events@salisburycitycouncil.gov.uk or returned to:

Business Team FTAO: Matthew Hine, Head of Business Operations
Salisbury City Council
The Guildhall
Salisbury
Wiltshire
SP1 1JH

Closing Date for Applications is COP FRIDAY 28 FEBRUARY 2025

- 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 14 March 2025

Further information

- If you would like to ask any further questions please email Matthew Hine, Head of Business Operations 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 and we will share any questions asked and the answers to any other applicant.

This is an opportunity to tender for a professional caterer. The pop up events are well established now and Salisbury City Council is looking for offerings that are inclusive of children, various other dietary requirements i.e. vegetarian and accessible for either city residents, visitors within the UK or outside of the UK.

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 will be asked to provide references should your tender be accepted.
2. **Menu:** The food is a key part of the offering, and the variety of options is very important. Please provide full details of your different menus.
3. **Engagement with local suppliers** Which local items you will stock to resell or consumables that you will use, this includes any Charter Market traders and produce that you would consider using.
4. **Details of your pricing policy**—this may be subject to further discussion but for tender please **include the prices** you would intend to charge.
5. Full power requirements and a list of what the power will be used for – should you wish to have your own contractor to connect your power etc, they will be required to work with Salisbury City Council to ensure that they have adequate supply and that power provided is not overloaded or unsafe.
6. Draft profit and loss based on the information given*.
7. Copy of up to date public and employers liability insurance certificates.
8. Details of your local authority who issued your Food Standards Agency rating and main applicants Food Safety Handling qualification
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 good quality.
- What local brands will be stocked/used from local suppliers, including where Salisbury City Council Charter Market traders are used.
- Inclusion and promotion of local suppliers.
- The day to day operation of the “food court”—including who will be the onsite contact and responsible person/s
- Consideration to the structures.
- 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 quality appearance. Lighting and decorations are permitted but must be of appropriate quality and especially meet with commercial compliance regulations. The budget allocated to décor must be shown in your tender and final specifications of design must be agreed with Salisbury City Council (there is a possibility that Salisbury City Council may also ask any of their chosen subcontractors to advise on any décor/power arrangements).
- 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.
- We also have a tender for the bar/beverage area, and you may apply for both but must demonstrate how you can

make both areas work together.

Key Criteria

Each tender will be scored 1-5 on each of the following 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 including stock/consumables
- Price of items on offer
- Image and presentation
- Pitch fee offered
- Menu
- Health & Safety Policy

Pitch Fee

- The tender value you are offering should be for the full 3 years and as guide we would look for no less than £44,398
- 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 award.

Pitch Fee will include: (Excluding power which will be charged separately)

- A power supply is provided. Requirements for this should be indicated within your tender but will be subject to further discussions upon contract award. **NB** Power supply is for lighting/fridges/small appliances for the bar. Supply of power for any heating will be discussed and dependant upon the power required. The power will be recharged and the costs form no part of the tender. Further discussions will take place with the successful applicant
- 5 x 1100ltr bins— three for general waste and two for recyclable materials (shared with whole site)
- 1 x for glass waste at summer and 2 x glass at Christmas (shared with whole site)
- Event marketing and promotion using all available social media channels and static opportunities.
- On-going support from the Event Management team throughout the planning and operational phases of the event.

Additional Responsibility for the food “court” supplier will be:

- Displaying food ratings and full menu including pricing
- Keeping site clean including emptying of public rubbish bins

The Selection Process

- Salisbury City Council is committed to a transparent tender process ensuring that both commercialism and localism are accommodated.
- The selection process will be based on the information provided so applicants are encouraged to be comprehensive and include all information that they wish the organisers to review.
- The information provided in the tender will be subject to review by the Salisbury City Council Events team and each tender will be scored in exactly the same way, 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 28 February 2025**, we also ask all applicants make themselves available for 03 March 2025 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 6 events described above between July 2025 and December 2027

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 (pro rata). 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

The food outlets must be open a minimum of 11am till 7pm everyday

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

- Will be issued a warning notice/letter following the first breach
- Will be issued with a final warning notice/letter following the second breach
- Will then be in breach of our Terms and Conditions and the contract will cease immediately; 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 catering 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, or the site of the event.

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 £75 per mis-demeanour 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 includes 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

Salisbury City Council will not be responsible for any security. All security will be the responsibility of the successful applicant

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.