

**TENDER FOR  
THE OPERATION OF A  
FAMILY FUNFAIR**

**AT**

**KINGS PARK**

**2010, 2011, 2012**

**2010, 2011, 2012**

# **SECTION 1**

## **CONDITIONS OF TENDER**



## **CONDITIONS OF TENDER FOR THE OPERATION OF A WHITSUN FUNFAIR IN KINGS PARK 2010 - 2012**

### **1. INVITATION TO TENDER**

- 1.1 The Council of the Borough of Bournemouth (the Council) invites Tenders for the operation of a Family Funfair at Kings Park during the Whitsun week of 2010, 2011 and 2012.
- 1.2 In these Conditions of Tender, words and expressions shall have the same meanings as are respectively assigned to them in the Licence.
- 1.3 In these Conditions of Tender unless contrary intention appears:
  - 1.3.1. Words importing the masculine gender include the feminine;
  - 1.3.2. Words in the singular include the plural and vice versa;
  - 1.3.3. References to staff shall be construed as including all employees, agents, consultants that are directly or indirectly employed by the Tenderers.
- 1.4 Tenderers should seek to clarify in writing any points of doubt or difficulty as to the interpretation of any part of the tender documents with the Council before submitting a Tender.
- 1.5 The appointment of the successful Tenderer shall be a submission of the proposal by written tender.

### **2. TERMS AND CONDITIONS**

Every Tender received by the Council shall be deemed to have been made subject to these Conditions unless the Council shall previously have expressly agreed in writing to the contrary. Any alternative terms and conditions offered on behalf of the Tenderer shall, if inconsistent with these Conditions, be rejected by the Council unless expressly accepted in writing.

### **3. PREPARATION OF TENDER**

- 3.1 Tenderers must obtain for themselves as their own responsibility and at their own expense all information necessary for the preparation of their Tenders.
- 3.2 Information supplied to Tenderers by the Council and its Officers is only for general guidance in the preparation of the Tender. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any

information given and no responsibility is accepted by the Council for any loss or damage of whatever kind or howsoever caused arising from the use by Tenderers of such information.

- 3.3 The Tenderer is required to complete and provide all information requested by the Council in accordance with these Conditions of tender. Failure to do so will lead the Council to reject the Tender unless the omissions have been previously agreed by the Council in writing.
- 3.4 A Tenderer shall be deemed for all purposes connected with the Tender and the Conditions of the Licence to have visited Kings Park and satisfied themselves as to the area that is to be used for a Funfair, access to, and the accessibility of the parks and/or any of its parts. Accordingly the Council will neither consider any demand by the successful Tenderer for any payment by the Council or any reduction in the Licence fee by reason of any such matters nor accept any such matter as excusing the successful Tenderer from properly providing the Funfair in accordance with the Specification.

#### **4. BASIS OF TENDER**

- 4.1 In consideration of being granted the Licence and of the Licence fee to be paid to the Council, the Tenderer shall collect and retain all the income derived from the provision of the Funfair.
- 4.2 The said Licence fee to be paid to the Council by the Tenderer shall be entered on its Form of Tender.
- 4.3 Tenders for the provision of the Funfair must be on the terms and conditions of the specification and licence.

#### **5. THE TENDER SUBMISSION**

- 5.1 Tenders must be submitted on the attached Form of Tender.
- 5.2 Tenders must be accompanied by:
  - 5.2.1. Brief biographical details of the Tenderer;
  - 5.2.2. A brief summary of the Tenderer's trading history and present trading circumstances;
  - 5.2.3. Photographs of the Funfair rides and activities, where possible;
  - 5.2.4. Any proposals or thoughts on designs of the Funfair;
  - 5.2.5. The name of two trading referees, one of which must be a local authority.
  - 5.2.6. A Banker's Reference. If the council wishes to take up a Banker's Customer Reference, the Council will write to the Tenderer requesting it to obtain the Reference directly from its Bank, who will then forward the reference to the Council. Any fee that the

Bank may charge for such a service will be at the expense of the Tenderer.

5.3 All documents requiring a signature must be signed:

5.3.1. Where the Tenderer is an individual, by that individual;

5.3.2. Where the Tenderer is a partnership, by two duly authorised partners;

5.3.3. Where the Tenderer is a company, by two directors (at least one of whom should be an executive director) or by a director and the secretary of the company, such persons being duly authorised for the purpose.

## **6. DELIVERY OF TENDER**

6.1 The form of tender and accompanying documents, all duly completed, must be delivered to the Events Department, Visitor Information Bureau, Westover Road, Bournemouth, BH1 2BU, to arrive no later than Friday 29<sup>th</sup> January 2010 at 4pm.

6.2 No tender will be considered if it reaches the Council after the date and time specified at 6.1 above.

6.3 The envelope shall in no circumstances bear any name or mark indicating the identity of the Tenderer.

## **7. PERIOD OF VALIDITY**

Tenders shall remain open for acceptance for a period of 28 days from the closing date.

## **8. EVALUATION AND ACCEPTANCE**

8.1 The Council is not bound to accept the highest bid in terms of monetary considerations to the Council or any Tender. Any acceptance shall be of the Tender most advantageous to the council according to returns to the Council and ability to provide the Funfair.

8.2 The Council shall not be under liability in respect of any expenses or loss that may be suffered or incurred by a Tenderer in the preparation of its Tender.

## **9. FORM OF AGREEMENT**

9.1 The successful Tenderer will be required to execute a Licence in the form attached.

9.2 Until execution of the Licence, the successful Tender, together with the Council's written acceptance thereof, will form a binding agreement between the Council and the successful Tenderer upon the terms and conditions of the said Specification and Agreement.

## **10. CONFIDENTIALITY OF TENDER INFORMATION AND DOCUMENTS**

- 10.1 All information supplied by the Council or in connection with this invitation to tender shall be regarded as confidential to the Council.
- 10.2 This invitation to tender and its accompanying documents and publications are and shall remain the property of the Council. They shall be treated as private and confidential for use only in connection with the tender and any resulting Contract and must be returned upon demand.

## **11. COLLUSIVE TENDERING**

Any Tenderer who:

- 11.1 fixes or adjusts the amount of the Tender by, or in accordance with any agreement or arrangement with any other person; or
- 11.2 communicates to any person other than the Council the amount or approximate amount of the Proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance); or
- 11.3 enters into agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- 11.4 offers or agrees to pay or to give or does pay or gives, any sum of money, inducement, or valuable consideration, directly or indirectly to any person, for doing or having done or causing to have caused to be done in relation to any other Tender or proposed Tender, any act or omission; or
- 11.5 in connection with the granting of the Licence, commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives a fee or reward, the receipt of which is an offence under Sub-Section (2) of Section 117 of the local Government Act 1972;

shall be disqualified without prejudice to any civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract.

## **12. CANVASSING**

Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the granting of the Licence for the provision of the Funfair or who directly or indirectly obtains or attempts to obtain information from any such officer or member concerning any other tender or proposed tender for the Funfair Contract shall be disqualified.

**SECTION 2**  
**FORM OF TENDER**



**For the provision of a Whitsun Family  
Funfair at Kings Park, Bournemouth  
2010, 2011, 2012**

**FORM OF TENDER**

To the Bournemouth Borough Council

Having examined carefully the Contract Documents comprising the Conditions of Tender, the Specification, the Form of Agreement, the Site Plan and all other documentation issued by the Council on the Tender date, we hereby offer to provide the Family Funfair strictly in conformity therewith.

A sum of .....pounds sterling ( £..... ) for each operating day  
- 2010 (exc VAT)

A sum of .....pounds sterling ( £..... ) for each operating day  
- 2011 (exc VAT)

A sum of .....pounds sterling ( £..... ) for each operating day  
- 2012 (exc VAT)

Number of anticipated operating days for Funfair during 2010 - .....

Number of anticipated operating days for Funfair during 2011 - .....

Number of anticipated operating days for Funfair during 2012 - .....

**Signature (1) :**..... **Signature (2):** .....

**Date (1) :**..... **Date (2):**.....

in the capacity of ..... in the capacity of .....

duly authorised to sign Tenders for and on behalf of:-

**Name of the Tenderer or Firm or Company:** .....

**Postal Address:** .....

..... **Tel. No:** ..... **Fax No:**.....

**SECTION 3**  
**SPECIFICATION**



## For the Operation of a Whitsun Family Funfair at Kings Park, Bournemouth 2010 - 2012

### **SPECIFICATION**

1. The Funfair will operate at Kings Park, Bournemouth as indicated on the site plan enclosed.
2. The funfair must operate over the Whitsun Half Term week and any extra operating days must run consecutively either before or after this week. The minimum number of operating days is 8 commencing on the first Saturday of the Whitsun half term week and finishing on the last Sunday of this week. The maximum number of operating days is 15. The exact dates of the Funfair will be agreed with the Council by January of the year in question.
3. The operator must close for one day in seven on a day to be mutually agreed with Bournemouth Borough Council.
4. The Funfair will operate on a three year contract with a review after the first year where either party can terminate the licence. If both parties agree to continue with the licence agreement then this will continue until 2012.
5. The Family must be orientated towards a family/community market.
6. The set up and design of the Funfair must be visually attractive.
7. The contractor will be responsible for the cost of any reinstatement necessary to the site used and pay in advance a deposit of £1000.00.
8. The contractor will provide adequate sanitary arrangements, to include handwashing, sufficient lighting and servicing of toilets whilst on site, to the satisfaction of the Environmental Health Officers.
9. Two days are permitted for setting up and one day for clearing of the Funfair.
10. There will be no movement of vehicles on or off the site between the hours of midnight and 08:00 a.m.
11. The funfair can only operate between the hours of 4pm and 10pm on school days, and 2pm and 10pm on all other days.
12. The contractor will provide all water and energy supplies and arrange for sewage and refuse/litter disposal to the satisfaction of Bournemouth Borough

Council. All other costs incurred by the contractor will be met in full by the contractor.

13. No gambling machines to be installed on site.
14. There will be no fly posting through the town. The successful tenderer will be allowed to erect advertising signage at specific poster sites for a charge of £500.00 per year. The signage shall be erected no more than 14 days before the first operating day of the funfair, removed within 7 days of the last operating day of the funfair and be less than 0.6sq m in size.
13. The contractor will provide confirmation of third party public liability insurance to a value of £10 million, ADIPS certification, appropriate procedure manuals, health and safety documentation and risk assessments to Bournemouth Borough Council.
14. Noise disruption will be kept to a minimum and levels to the satisfaction of the Environmental Health Officers.
15. The site is located in a residential area and therefore noise restriction will be applied very strictly. The licensee will comply with all noise nuisance reduction measures required by the Council, including:
  - a) all power generators must be fully silenced and only to be used between the hours of 8.00am and 10.30pm.
  - b) the use of public address microphones be used sparingly and mainly for safety instructions. No touting of any kind will be tolerated.
  - c) no music of any kind will be allowed before 2pm or after 10pm on any day
  - d) no music shall be played so loudly as to be unnecessarily audible beyond the confines of the site on any day and that the music shall reflect the nature of the Funfair.
16. The operator will comply with the conditions of the Premise Licence for Kings Park in relation to the provision of licensable entertainment as well as any policies implemented thereunder, at the expense of the operator. A copy of the conditions is found in Appendix 1.

**SECTION 4**  
**FORM OF LICENCE**