

Silloth-on-Solway Town Council

Invitation to Tender for Fairground Site

Information and Instructions for Tenderers

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About Silloth-on-Solway

With its leisurely, peaceful atmosphere and its glorious sea views, it is no wonder that Silloth is a popular seaside resort. Located by the Lake District fells, facing the hills of Southern Galloway, this charming, unspoilt Victorian town is never short of character. Silloth is a perfect place for a day out or holiday.

The magnificent promenade has beautiful scenic views across the Solway Firth that can provide the most spectacular sunsets. The town's tree lined, cobbled streets and its vast town green add to the charm and attraction of this beautiful Cumbrian holiday resort.

Introduction

You are invited to submit a tender to operate fairground rides on the seafront at Silloth. Tenders must be above £5,000 and tenders below this amount will not be considered. The sole concession is from 1 April 2023 to 30 September 2023.

The concession, subject to tender, is for a licence from Silloth-on-Solway Town Council to operate a Fairground on the seafront at Silloth.

The issue of a licence shall not prevent the Council from granting street trading consent to any other person to trade in the vicinity of the licence.

Preparation of Tender Documents

Confidentiality

The details of these documents and all associated documents are to be treated as private and confidential for use only in connection with the Tender process.

Costs and Expenses

Silloth-on-Solway Town Council will not be responsible for, or pay for, expenses or losses which may be incurred by a tenderer in the preparation of their tender. The Council does not bind itself to accept any of the tenders as a result of the tendering process.

Preparation of Tenders

For the preparation of their tender and entering into a contract with the Council, tenderers must ensure that they have all the information required and must satisfy themselves of the correct interpretation of terminology used in these documents. They must fully understand the nature of the concession.

Queries on the Tenders

If any points in these tender documents are considered by the tenderer as unclear, the tenderer should address their queries in writing to obtain an explanation before sending their tender. They must address their query to the person identified in the covering letter. Their query will be responded to, but it shall not be construed in a way that adds to, modifies or takes away from the meaning and intent of the contract and/or the obligations and liabilities of the contract.

Alterations

None of these documents may be altered by the tenderer. If the tenderer wishes to propose modifications to any of the documents (which they may consider would provide a better way to achieve the contract's objectives) they must provide details in a separate letter accompanying the tender response.

Prices

All prices must be net. Tenders must be above £5,000 and tenders below this amount will not be considered.

VAT

All prices and/or rates shall be exclusive of Value Added Tax.

Validity of Tenders

Tenders shall be valid for a minimum of three calendar months from the closing date for receipt of tenders. Tenderers must not fax or email tender documents, any received by fax or email will not be considered.

Sub-contractors

The names and addresses of any sub-contractors the tenderer propose to employ must be provided with the tender.

Submission of Tender Documents

Tenders to be Received by

The tender is to be received by **12 noon on Friday 3 March 2023**. Tender documents received late, i.e after the specified date and time, will not be considered.

Documents to include

Please provide one copy of the bid and include **signed copies** of the:

- Conditions of Tender for the Fairground site on Silloth seafront.
- Schedule of Prices (in pounds sterling)
- Declaration of non-collusion
- Signed copy of tender conditions

How to return tender

The tender is to be returned in the enclosed envelope and titled “Tender for Fairground site on Silloth seafront” and sent to:

Mrs Wendy Jameson
5 Burnswark Terrace, Solway Street, Silloth, Cumbria, CA7 4EF

The envelope must not bear any name, trademark, franking machine stamp or any other reference that will identify the sender or the product(s) offered. Tenderers should ensure that tenders are despatched via recorded or registered post through the post office, courier or next day delivery and should ensure that the post office or private courier does not affix any label or other appendage to the tender envelope which could identify the sender.

Tender documents may also be hand delivered to 5 Burnswark Terrace, Solway Street, Silloth, Cumbria. Tenders will be recorded upon receipt by the Town Clerk.

Opening of Tenders

Tender documents will remain unopened until after the closing date, after which time they will be opened at one time, with witnesses, by independent officers of the Council. All tenders submitted will be verified to ensure that the information requested has been provided. Once tender documents have been opened and signed they will then be considered by the Town Council.

What we want to achieve

By inviting tenders the Council is seeking to make use of its land to provide amenities for the benefit of residents and visitors. The Council’s preference is to award licences to local traders with no history of previous problems. The evaluation criteria are shown in this document.

Timetable

| Date | Activity |
|--------------------------|--|
| 3 March 2023 | Tenders return deadline |
| 6 March 2023 | Tender evaluation and contact with preferred tenderers |
| 20 March 2023 | Licence issue |
| 27 March 2023 | Fairground pull on date from 9.00am |
| 1 April 2023 | Trading licence commences |
| 30 September 2023 | End of licence period |
| 5 October 2023 | Fairground to be clear of all equipment |

Contact and Information

For further information or any queries please contact:

Mrs Wendy Jameson
5 Burnswark Terrace
Solway Street
Silloth
Cumbria
CA7 4EF

Telephone: 0777 5686857

Email: townclerk@silloth-on-solway.co.uk

Evaluation of Tenders

Evaluation Criteria

All tenders received will be considered based on the information they have submitted in their tender. The tenders will be evaluated upon the following criteria:

| Criteria | Weighting |
|--|-----------|
| Locality of tenderer | X1 |
| Price submitted | X3 |
| History of non-payment of licence fees | X1 |

Evidence of previous serious non-compliance with conditions of tender for concessions on Silloth-on-Solway Town Council land or of breaches of street trading legislation, food safety or other relevant legislation will result in disqualification from the tender process.

Questions on Tender Submissions

Tenderers may be requested to attend a meeting with Council officers to answer questions regarding their tender submission. If tenderers have any questions they wish to ask the Council, they must submit them to the Council in writing before the meeting. Any questions received will be made anonymous and responses sent to all tenderers.

Treatment of Tender

The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Council and the tenderer.

Award of Tender

The Council will decide to whom the contract shall be awarded based on the evaluation criteria outlined above. The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or parts of tenders. The Council will notify acceptance of the tender to the successful tenderer as soon as is reasonably practicable. The successful tenderer shall be required to show proof of public liability insurance cover with a minimum cover of £10 million and pay the price quoted in full before the concession licence is issued.

Tender Information

Confidentiality

The details of these documents and all associated documents are to be treated as private and confidential for use only in connection with the Tender process.

Freedom of Information

Silloth-on-Solway Town Council is committed to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Costs and expenses

Silloth-on-Solway Town Council will not be responsible for, or pay for, expenses or losses which may be incurred by a tenderer in the preparation of their tender. The Council does not bind itself to accept any of the tenders as a result of the tendering process.

Preparation of Tenders

For the preparation of their tender and entering into a contract with the Council, tenderers must ensure that they have all the information required and must satisfy themselves of the correct interpretation of terminology used in these documents.

Queries on the tenders

If any points in these tender documents are considered by the tenderer as unclear, the tenderer should address their queries in writing to obtain an explanation before sending their tender. They must address their query to the person identified in the covering letter. Their query will be responded to, but it shall not be construed in a way that adds to, modifies, or takes away from the meaning and intent of the contract and/or the obligations and liabilities of the contract.

Alterations

None of these documents may be altered by the tenderer. If the tenderer wishes to propose modifications to any of the documents (which they may consider would provide a better way to achieve the contracts objectives) they must provide details in a separate letter accompanying the tender response.

Prices

All prices must be net and, where applicable, carriage paid with all cash and trade discounts allowed for. Tenders must be above £5,000 and tenders below this amount will not be considered.

VAT

All prices and/or rates shall be exclusive of Value Added Tax.

Validity of tenders

Tenders shall be valid for a minimum of three calendar months from the closing date for receipt of tenders. Tenders must not fax or email tender documents, any received by fax or email will not be considered.

Sub-contractors

The names and addresses of any sub-contractors the tenderer proposes to employ must be provided with the tender.

Quality of goods/services

Tenderers must ensure the goods or services proposed for in their proposals must conform to current legislation.

Conflict of Interest

The Council requires all tenderers to confirm whether any actual or potential conflicts of interest that exist which may prevent them undertaking this work, and a description of measures they would adopt if a potential conflict of interest arose during or following completion of this work.

The Councils use of the contract

The Council may wish to publicly quote the contractor/supplier. Tenders are requested to confirm that the Council may (at the Councils own discretion) do so without restriction.

Treatment of tender

The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Council and the tenderer.

Debriefing

All unsuccessful bidders will be offered the opportunity to be given a debriefing. Requests for debriefing are to be made in writing.

Referees

A Fairground Operator who has not previously held a licence with the Town Council must provide suitable evidential proof of Fun Fair Provision. Operators who are not members of the Showmen's Guild must provide referees from other Local Authorities in advance of any submission of a tender to operate a Fun Fair on Town Council land.

Conditions of Tender for the Fairground site on Silloth seafront

1. Definitions and Interpretation

In these Conditions:

- 1.1 words importing one gender shall be construed as importing any other gender.
- 1.2 words importing the singular shall be construed as importing the plural and vice versa.
- 1.3 references to persons include bodies corporate.
- 1.4 any undertaking by the Operator not to do an act or thing shall be deemed to include an obligation not to permit or such an act or thing to be done by another.
- 1.5 the heading does not form part of these Conditions.
- 1.6 any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' includes any regulations or orders made under such statute or statutes.

2. Operators' responsibilities

- 2.1 The Operator shall pay the Council the tender price in full before the concession licence is issued. If payment is not received in full prior to the commencement of the fair the Council shall have the right to terminate the Agreement as hereafter provided.
- 2.2 No contract shall exist until payment is made, and a licence has been issued.
- 2.3 A detailed layout plan for the Fairground site must be provided to the Council no later than **17 March 2023**. The plan will indicate the name of each Operator and fairground ride, pitch size, the distance from any adjacent buildings and any part, or moving part, of a ride, stall, vehicle, or any fair apparatus.
- 2.4 The layout of the fun fair devices and rides must conform to the agreed layout plan with a minimum distance of 4m between devices as an access route for emergency vehicles. Please note that the minimum clearance required between 2 devices or rides with moving parts is 6m.
- 2.5 The Operator shall provide a list of appointed Fairground Stewards who should be on duty at all times when the Fairground is open and be contactable by mobile phone.
- 2.6 The Operator and employees etc shall be of good behaviour on site.
- 2.7 The Operator will provide to the Council copies of all current Safety Certificates, Risk Assessments and insurance cover for all rides including those rides which the Operator may sub-contract. Such copies must be submitted to the Council before the Date. No rides will be permitted without the appropriate safety certificates and insurance cover.
- 2.8 Any necessary reinstatement of the Site will be financed and carried out by the Operator to the full satisfaction of the Council.
- 2.9 The Operator will at all times comply with all relevant Health & Safety Regulations and Codes of Practice.
- 2.10 The successful tenderer shall clearly display at the Fairground site the licence obtained from the Council, together with a copy of the conditions of occupancy.
- 2.11 A Fairground Operator who has not previously held a licence with the Town Council must provide suitable evidential proof of Fun Fair Provision. Operators who are not members of the Showmen's Guild must provide referees from other Local Authorities in advance of any submission of a tender to operate a Fun Fair on Town Council land.

3. Operational periods

- 3.1 Rides, exhibitions, games, stalls, or other amusement device must not open or play music outside of the agreed operational times.

- 3.2 All games, exhibitions, or other amusements, which, in the opinion of the Police Authority, or the Councils Representative are of an undesirable nature, will be prohibited. No new game or exhibition must be opened until it has been approved by the Town Council.
- 3.3 The fairground will only be able to operate from 12noon until 6.00pm Monday to Sunday. All riding machines, exhibitions, games, stalls, or other amusement devices must comply with this requirement.

4. **Insurance**

- 4.1 The Operator shall indemnify the Council against all claims for loss, damage, illness, or injury howsoever caused as a result of his business. The operator must provide evidence to the Council of current cover for Public Liability before any licence is issued. The public liability insurance shall provide cover for a minimum sum of £10,000,000.
- 4.2 Where employees are to be used to operate the facilities on behalf of an operator, proof of employees' liability insurance must be provided to the Council in respect of those persons and be available upon request thereafter.
- 4.3 The Operator shall not employ minors.
- 4.4 If food and drink is to be sold from the Fairground site, successful tenderers are personally responsible to ensure that the premises have been approved and registered under food hygiene legislation with the Environmental Health Unit of Allerdale Borough Council. The sale of ice cream is not permitted.
- 4.5 Food stalls must display the appropriate Food Hygiene Certificate and the Operator must be able to provide a current copy of any apparatus test certificate, with copies to be provided to the Town Council.
- 4.6 The Operator shall ensure that each ride is sited in accordance with the site plan, complies with any statutes or other legislation and byelaws where appropriate, and also, the recommendations contained in the most up to date publications of "Fairgrounds and Amusements Parks – Guidance on Safe Practice".
- 4.7 Any Operator not providing the required documents by **Fri 17 March 2023** will not be allowed to trade and will not be given access to the Fairground.

5. **Attraction Construction**

- 5.1 Operators of any ride having a mechanical system must comply with the Log Book procedure prior to public use at the Fair. Each individual ride must have a registered identification plate. Operators will be responsible to check that all rides are compliant with these conditions.
- 5.2 All rides must be of a high standard of presentation and not offensive. Any attraction not meeting a high level of presentation will be given notice to the Operator by the Council that improvement is required if they are to be allowed to return in the future.
- 5.3 All electric cables and wiring shall be in a safe condition and conform to the current edition of the Institute of Electrical Engineers' Regulations. Such wiring and cables must be made safe to the public at all times especially where pedestrians may have to cross them.
- 5.4 Generators are to be positioned to avoid any unnecessary nuisance and hazard.
- 5.5 Vehicle wheels, stabilizing supports, and jack stands must be positioned over suitable timber load spreaders.
- 5.6 The perimeter of the fairground site must be secure with the use of suitable Heras type fencing.
- 5.7 The Operator will be responsible for the safe parking of any residential vehicles used on site.

- 5.8 A period of 5 days at either end of the licence period is allowed for the building up and dismantling of the fairground rides.

6. **Environment**

- 6.1 Public nuisance caused by music systems, generators, flashing lights, etc., must be kept to a minimum and comply with any legislation including the Noise at Work Regulation Act 2006.
- 6.2 The Operator must monitor noise levels from the fairground. The Operator must take immediate action where noise levels exceed 80 decibels. If the problem persists the Council in discussion with the Operator will close down the fairground until the matter is resolved.
- 6.3 During operating hours, the Operator must be available to receive and respond to nuisance related complaints. A record of all complaints and the action taken must be submitted to the Council on the next working day following the complaint.
- 6.4 The Operator shall ensure fairground equipment is correctly shut down and safe at the end of each day.
- 6.5 The Operator must not begin to dismantle installations until the Fair has closed and the area is clear of visitors. The operator is to control the dismantling of the Fair taking every precaution to minimize noise and disturbance, also to monitor the safety of the area.
- 6.6 Generators and vehicles must have drip trays under the oil sump. Any oil or fuel spillage must be dealt with as an emergency and the area cleaned with appropriate chemicals. Should a spillage occur over a drain or inspection pit then the Council must be informed immediately.
- 6.7 The Operator is responsible for ensuring that the Fairground site is clear and tidy each day. The operator is responsible to complying with all Food Hygiene and Litter Regulations and are to take away from site all trade waste generated by their business. The Operator shall lay out sufficient bins around the area of the Fairground site to contain the trade waste generated by the business. The Operator shall clean the area of the Fairground site of any litter generated by his/her business which is to be taken away as trade waste.
- 6.8 All pets must be kept secure and under the direct control/supervision of the owner. Dog owners will be responsible for the removal of any waste deposited by their animals. Failure to comply with the above conditions will result in the owner being requested to leave the Fairground site and/or surrounding areas.

7. **Fire and Emergency**

- 7.1 The Operator must take all necessary fire precautions as may be necessary.
- 7.2 The Operator is required to make, and keep under review, a suitable and sufficient assessment of the risk from fire and to implement, manage and maintain such general fire precautions as are necessary to ensure that the life risk from fire to employees and those lawfully on or in the immediate vicinity of the fairground site is reduced to as low as reasonably possible.
- 7.3 In the event of an emergency, Operators must be prepared to shut down a ride or stall and move any equipment if so required by the Emergency Services.
- 7.4 All Operators must provide fire protection equipment of approved types where generators, cooking facilities, etc., are in use. Adequate precautions must be taken at all times to prevent outbreaks of fire.
- 7.5 There must be a four-metre emergency vehicle access route which must be kept clear at all times.
- 7.6 Any Fire Hydrant plates displayed in the Fairground site defining the location of fire hydrants shall remain unobstructed at all times.

- 7.7 The Operator shall ensure that the storage and control of liquefied petroleum gas cylinders is within an approved storage system. Loose cylinders are not allowed.
- 7.8 The Operator must uphold legislation regarding disability and equal opportunity ensuring that there is adequate and safe access. Pedestrian access must be made safe at all times.

8. Health & Safety

- 8.1 The Operator agrees to undertake an assessment of the risks and must ensure that all participants and contractors comply with relevant control measures at all times during the licence period. A formal record must be kept of the risk assessments and any subsequent amendments and a copy of these must be forwarded to the Council before the commencement of the licence period.
- 8.2 In the event that the Hirer is an employer with five or more employees they must provide a copy of their Health and Safety Policy and any amendments thereto to the Council before the commencement of the Licence period.
- 8.3 Any incidents whether resulting in injury to a person or to property must be reported to the Council as soon as is reasonably practicable or immediately in the case of an emergency, giving full details the nature of the accident and how it occurred and the names and contact details of all parties involved including witnesses.

9. First Aid

- 9.1 The Operator must provide First Aid Cover. There should be at least one person who is First Aid trained on the site throughout the operational period of the fair.

10. Injury to Persons and Loss of Property

- 10.1 The Council will not be liable for the death of or injury to any person attending the fairground during the licence period or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Operator in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Council.
- 10.2 The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the fairground site either by the Operator for his own purposes or by any other person.
- 10.3 The Operator will indemnify the Council against all such liabilities as are mentioned in this condition.

11. Goods for Sale, Prizes and Exhibits

- 11.1 All prices for rides, sideshows, games etc. are to be clearly displayed.
- 11.2 No wild animals shall be exhibited within the Fair.
- 11.3 No goldfish, tortoise, rabbit, cage bird or other living creature, or intoxicating liquor or balloon filled with hydrogen gas or solid particles (or fragments), ground or powdered substances shall be offered as a prize or for sale or form the subject of any similar transaction. All legal requirements, including Trading Standards criteria, must be adhered to.
- 11.4 No pornographic material shall be exhibited, offered as a prize or for sale or form the subject matter of any similar transaction.
- 11.5 No imitation or replica baseball bats or similar items which could be construed as or mistaken for an offensive weapon shall be offered as a prize or for sale or be the subject of any similar transaction. The same rule applies to imitation or replica guns; any such items considered as merely a "toy" gun will only be permitted as prizes if previously approved by both the Police and the Council.
- 11.6 The offering as a prize of or sale of counterfeit goods as defined by Trading Standards shall not be permitted.

11.7 If the Operator fails to comply with the conditions laid out in this agreement the Council may take measures to remove equipment, suspend or prohibit the use of one or more pitches involved with the offence, and exclude the Operator from attendance at future Fairs in Silloth.

12. **Right of entry by the Council**

12.1 Officers (whether employed by the Council or not) authorised by the Council shall be permitted entry to the Fairground site at all times during the licence period either for inspection of the site or to carry out works there either of any emergency nature or for maintenance.

13. **Council's Obligations**

13.1 The Council agrees with the Operator to permit the Operator peaceably and quietly to hold and enjoy the Fairground site without any interruption or disturbance from or by the Council.

14. **Council to act by their Officers**

14.1 The Council may act through any authorised officer and references in these conditions to any approval discretion consent or requirement of the Council are deemed to be references to the approval discretion consent or requirement of any such officer and anything which the Operator is required to produce to the Council is to be produced to such officer.

15. **Notices**

15.1 All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by post to the addresses specified in the Agreement.

16. **Licence**

16.1 The Council is not bound to accept the highest (or any) tender.

16.2 The Council reserves the right to refuse a licence to any Operator or withdraw a licence from any Operator who has been in breach of Food Hygiene, Health Regulations, or other relevant legislation in the previous 12 months. In the event of withdrawal of a licence the Council may refund a proportionate amount of the licence fee paid.

16.3 This Licence is for the provision of a fairground between 1 April 2023 and 30 September 2023 and does not in any way give the Operator any right to provide a Fairground in any future years.

16.4 The granting of a licence to use Town Council land for a Fairground does not amount to the granting of rights over other events.

16.5 Failure to comply with these conditions shall cause the cancellation of any licence.

16.6 The Licence shall terminate on **30 September 2023** without the necessity of notice being given by either party.

Signed:

Date:

THE PLAN SHOWN BELOW IS NOT TO SCALE AND IS FOR GUIDANCE ONLY



Useful information:

Health & Safety Guidance for Fairgrounds

<https://www.hse.gov.uk/entertainment/fairgrounds/index.htm>

Fairgrounds and amusement parks: Guidance on safe practice

<https://www.hse.gov.uk/pubns/books/hsg175.htm>

Fire safety risk assessment: open-air events and venues

<https://www.gov.uk/government/publications/fire-safety-risk-assessment-open-air-events-and-venues>

Schedule of Prices

Please Insert Details and Prices in Ink

Name:

Address:

.....

.....

Postcode:

Trading As:

Fairground site on Silloth seafront

For the sole concession to operate a Fairground on Silloth seafront, including the option to provide light refreshments (excluding ice-cream), from 1 April 2023 to 30 September 2023. I offer the amount shown:

£

Signed:

Date:

Declaration of Non-Collusion

To: Silloth-on-Solway Town Council

The essence of selective tendering is that Silloth-on-Solway Town Council shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intended to be competitive and that I/we have not and will not (either personally or by anyone on my/our behalf):-

1. Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
2. Communicate to anyone, other than the person calling for this tender, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
3. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
4. Canvass or solicit any member, officer or other employee of the Council in connection with the award of this or any other Council contract or tender.
5. Offer, give or agree to give any inducement or reward in respect of this or any other Council contract or tender.

Signed (as in Tenders) duly
authorised to sign

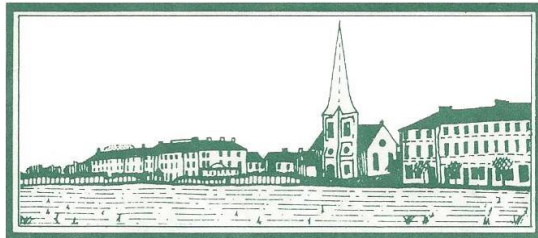
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For and behalf of

.....

Date

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Silloth-on-Solway Town Council

5 Burnswark Terrace
Solway Street
Silloth, Cumbria, CA7 4EF

Tel: 016973 31128

Mob: 0777 5686857

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