



# Invitation To Tender - Olympic Evening Celebration Event Catering Concession

Olympic Evening Event Celebration – Wednesday 18 July 2012  
Sea Front, Dover, Kent

## **TERMS AND CONDITIONS**

### **1. INTRODUCTION**

1.1 Dover District Council (hereafter known as the Council) is offering the opportunity for established outdoor catering companies (hereafter known as the Tenderer) to apply for catering concessions (hereafter known as the Concession) at the Dover Seafront "Olympic Torch Celebration Event" I, the terms and conditions of which can be found in the following pages. It must be noted however that this concession does include the provision of a licensed bar and ice cream units.

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

2.1 The Council is offering up to seven catering spaces to reflect this community event. Consideration will therefore be given to those tenderers who use locally sourced produce in their final product. The council may accept from the Tenderer one or more of the units listed as part of the Form of Tender submission.

2.2 It is proposed that all catering units associated with this Concession will be sited at two locations on the seafront within a designated food areas as determined by the Council. Allocation of pitches and facilities is at the discretion of the Council and no catering unit shall move from the allocated area.

2.3 The Tenderer will be allowed to operate from 2pm to 10.45pm on Wednesday 18 July 2012 only.

2.4 Access to the site for catering units will be allowed from 6am on Wednesday 18 July 2012 and removed from site by 12 Midnight on Wednesday 18 July 2012.

2.5 The successful tenderers will therefore not be able to restrict the opening of any of the existing concessions operations or receive any income associated with them.

2.6 Due to the branding restrictions placed on this event the stalls will be provided by the council and should be taken into consideration when applying for a concession. Tender submission together with the income offered for the Concession, a sample copy of menus and price lists

2.7 All vehicles must be removed to the car park to be provided by the Council prior to the opening of the gates to the public for this event

2.8 Catering units must be self contained and not require any power supplies from the Council.

2.9 No tables and chairs associated with the Concession will be permitted at this event.

2.10 The Council reserves the right, acting reasonably but at its absolute discretion, to close any Concession at any time if they consider that there is a need to do so.

2.11 In the event of the event being postponed or abandoned, or in the event of supplies, services or facilities being curtailed due to a strike, lock-out or other circumstances beyond the reasonable control of the Council, the Council shall not be liable for any expenditure, loss, damage or liability sustained or incurred by the Tenderer.

2.12 The use of a public address system from any catering unit will be prohibited

2.13 The use of silenced generators for the operation of the catering unit can be hired in and supplied at cost should the successful tenderer require one

2.14 A drinking water supply will be available on site but cannot be piped to individual units.

2.15 The Tenderer must not break the surface of the ground. Reinstatement must be made by the Tenderer to the satisfaction of The Council. Failure to do so will result in the reinstatement being carried out by the Council and all reasonable costs must to be reimbursed to the Council forthwith on demand.

2.16 The Tenderer shall fully indemnify the Council against all proceedings, costs, claims, demands and liability howsoever arising, whether directly or indirectly, in connection with the Tenderers occupation at the event and in particular (but without limitation to the generality of the foregoing) shall indemnify the Council against any liability for injury to or death of any person and loss of or damage to any property, howsoever caused. Further, the Tenderer shall in connection with their liability hereunder affect a public liability insurance policy for an indemnity limit of not less than **£5 million pounds** in respect of any one occurrence. The Tenderer must also hold employees liability insurance cover and by this tending process it is assumed that this cover is in place and held by the Tenderer. A copy of the public liability certificates must be supplied as part of the tender; the original insurance certificate should be brought along for the event weekend and must be available on for sight if required by the Council. The Council accepts no responsibility for loss or damage to the property of the catering concession or their employees or visitors.

2.17 The Tenderer must keep a suitable fire fighting equipment in relation to the Concession available for use at all times. The Council reserves the right to inspect all units and equipment with or without the Fire Officer, for the purpose of ensuring that adequate fire precautions have been taken.

2.18 The Tenderer shall not be permitted to sub-let or share the whole or any portion of the pitch area allotted and any article or exhibition on such a pitch contrary to this rule will be removed. Any exhibitor infringing this rule will be expelled from the site.

2.19 The Council reserves the right to inspect all stands and equipment without prior notice.

2.20 The Tenderer will meet all costs incurred for any supplies or facilities / services needed above the cost of the stall provided.

2.21 The Tenderer is responsible to ensure that their pitch area is kept clean and free from litter. Due to the Sustainability policy of this council and the Olympic Organisers all rubbish must be recyclable. Suitable recepticals will also be provided

2.22 The use of glass containers for drinks and food will not be permitted

2.23 Although security patrols are carried out during the event, they are not used to secure specific commercial units / activities and therefore it is advisable that the Tenderer should seek their own source of security to protect stock levels and equipment subject to prior written approval of the Council.

2.24 Toilet facilities will be provided on site and maintained by the council.

2.25 The Tenderer must ensure that all plant and equipment provided or used by the Tenderer has been inspected and tested at suitably frequent intervals (or if applicable, as required by law) and is at all times in a safe condition and safe for use and have up to date certificates in place as required by law. The Tenderer will produce to the council on demand the following safety certificates:

2.25.1 Safety certificates for each item of equipment where appropriate for public use.

2.25.2 Portable Appliance Test certificates (PAT) in respect of each item of electrical equipment used.

2.26 All food units must conform to the FOOD SAFETY ACT 1990, REGULATION (EC) No 852/2004, FOOD HYGIENE (ENGLAND) REGULATIONS 2006 and tenderers must provide Hygiene Certificates and Council Registration documents with the tender submission. N.B. If you have any queries regarding the above or wish any assistance to enable you to comply with this requirement, please contact Ms L Manzano – Public Protection Team Leader, on (01304) 872212 at any time during office hours.

2.27 All units must comply in every respect with Food Safety & Health & Safety legislation.

2.28 The Tenderer must not allow or cause directly or indirectly any danger to the public in connection with the Concession due to any plant and equipment used by the Tenderer during the occupation of the site.

2.29 Any Tenderer wishing to operate a barbeque must supply to the Council a brief detailing its operation including fuel to be used. The stall area, to protect the public, must be fully enclosed with secure crash barriers.

2.30 The tender bid is for the running of the catering facilities only, as detailed, at the "Olympic Torch Celebration Event" only. It does not include advertising of the catering products or services.

### **3. APPLICATION**

3.1 Your application must be sent in an envelope to be received by the Events Manager, Dover District Council, Whitfield Business Park, Dover, CT16 3PJ by noon on **Friday 9 MARCH 2012.**

3.2 No indication of your company should be visible from the outside of the envelope. Applications by fax or e-mail will not be accepted, and no application sent in this way will be considered.

3.3 The receipt of the application for the concession does not constitute an acceptance by the Council.

3.4 Please do not forward any monies at this stage.

**Please read and sign this notification clause and return it with as part of your tender application**

I have read these Terms and Conditions. I understand them and agree to abide by them and any other conditions as issued by the Council.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: (please print) \_\_\_\_\_

On behalf of (company name): \_\_\_\_\_

Witness: \_\_\_\_\_

Name: (please print) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email \_\_\_\_\_

# FORM OF TENDER – EVENT CATERING CONCESSION

Olympic Torch Celebration Event – Wednesday 18<sup>th</sup> July 2012

(Please complete all sections deleting those as appropriate)

Type of catering unit (i.e. Burger Bar, Donuts, Indian)

Support vehicle space required at rear of unit (in metres)

Amount to be paid to Council for the Concession £

A range of menus/goods together with their suggest selling price enclosed as a separate document Yes/No

Hygiene Certificates and Council Registration documents enclosed with the tender submission Yes/No

A copy of the companies £5m public liability certificate enclosed Yes/No

Two references where similar work has been carried out:

Event.....  
Organisation.....  
Contact Name.....  
Address.....  
.....  
Postcode .....  
Telephone.....

Event.....  
Organisation.....  
Contact Name.....  
Address.....  
.....  
Postcode .....  
Telephone.....

**I undertake to hold our tender open for acceptance for a period of one month from the date of submission of this tender. If successful with this submission I undertake to execute a formal agreement with the Council and pay a 15% non-returnable deposit for each successful unit tendered within two weeks of acceptance and pay the remaining 85% amount by 8 June 2012 subject to receiving an official invoice from the Council.**

**I understand that failure to pay these amounts by the stated times may result in the Council cancelling the agreement and offering the tender to another company with the Council not being liable for any expenditure, loss, damage or liability sustained or incurred by the Tenderer.**

**I understand that the Council are not bound to accept the lowest, highest or any tender it may receive.**

**Yours faithfully**

Signature.....  
Print Name.....  
Date.....