



ENABLE LEISURE & CULTURE LTD

**INVITATION TO TENDER
Volume one**

**FOR CONTRACT
FOR PYROTECHNIC SERVICES
AT BATTERSEA PARK**

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CHAPTER ONE: GENERAL INFORMATION

1. Introduction

1. Enable Leisure & Culture Ltd (Enable Ltd) is inviting tenders from qualified and reputable contractors for the provision of pyrotechnic services at the annual Wandsworth Council's Battersea Park Fireworks Display.
2. The Contract will be for a period of three years commencing on August 2021, but subject to a one-year break clause, based on a service level agreement, and a three years extension at the absolute discretion of Enable Ltd before the termination of the Contract.
3. For the purposes of this tender, Enable Ltd will be referred to as *the client* and the tenderer referred to as *the contractor*.
4. The award of the Contract will be based upon the most competitive, sustainable and creatively advantageous compliant tender.
5. The Invitation to Tender ("ITT") documents and supporting documentation are together referred to in this ITT as the "Tender Documents" which includes:
 - 1.5.1 This **Volume 1**: – The Invitation to Tender sets out the background information, specification of Enable Ltd.'s requirements and instructions to Tenderers, in the form a the method statement;
 - 1.5.2 **Volume 2**: - The Form of Tender is to be completed by the Tenderer and submitted to Enable Ltd with all requested supporting documents and materials in compliance with Volume 1's instructions to Tenderers.
6. Enable Ltd anticipates that the timetable for the letting of the Contract will be as follows:

State	Deadline
Tender document issued	Thursday 1 st July 2021
Deadline for receipt of questions	Tuesday 6th July 2021 12 NOON
Deadline for Tender submission	Thursday 15th July 2021
Tenderers to be informed of final stage, and possible meeting set up with the client	Week commencing 19th July 2021
Contract awarded – notification to tenderers	Tuesday 27 th July 2021

Commencement of Contract	August 2021
First fireworks display	Weekend of 6th/7th November 2021

2. Outline of Service Requirements

1. To provide public fireworks display to celebrate Bonfire Night in Battersea Park, SW11, for which an entry fee is charged. The display aims to achieve an audience of 50,000 people per night. The event is one of the largest annual ticketed fireworks display in central London and attracts its audience from across the capital. As such, and in order to maintain its reputation as one of the most dynamic and exciting fireworks display in London, the size, quality and quantity of pyrotechnic content is fundamental to its continued success. Footage of our most recent event is available upon request.

For the first time, Enable Ltd are considering a 2-day event. Day one on the Saturday would be the main event, aimed at an older audience, with the hope they also book after party tickets at Battersea Evolution. Day two on the Sunday, would be aimed at families with children. The tender responses will assume we do proceed with a 2-day event and we will require proposals detailing how the contractor would manage this.

Whilst the focus on the tender is on the pyrotechnics, we are also looking for a proposal that explores additional pre show and post show activities, which also include ways in which we can differentiate between day one and day two, including an alternative to the Bonfire central piece on day two.

2. The display/s are to be an operator-fired, musically choreographed fireworks with lighting, special effects and sound system, as follows:

Duration:	22-25 minutes
Type:	Aerial, high-altitude fireworks
Initiation:	Electrical
Display features:	Choreographed musical soundtrack, lighting and special effects, fire lighting of bonfire
Audience:	up to 50,000 each day
Budget ex VAT:	£50,000 for a 1-day event, £100,000 for a 2-day event

3. Enable Ltd has a proven track record for providing high quality services and the successful Tenderer will therefore be required to demonstrate an ability to provide high quality services in all areas covered by the Contract, and to show an on-going commitment to continually improve those standards. Services shall as a minimum comply with statutory requirements, Government regulations, and non-statutory guidance from Government departments and agencies. Performance shall be in accordance with the Contract Conditions and Specification as set out in the Tender

Documents and comprising the Contract and shall comply with all Enable Leisure & Culture Ltd directives notified to the Contractor.

3. Contract Conditions

- 3.1 **Equipment & Assets.** The Contractor is to be responsible for the provision of such equipment and assets as are necessary for the proper performance of the Services, and assets employed by the Contractor shall be fit for the purpose of the Contract. This is to include the provision of all vehicles, plant, machinery, equipment and any other resources which may be deemed necessary in order to provide the Services to the Contract Standard. Such provision should also include for effective contingency and back up arrangements in order to ensure delivery of Services at all times.
- 3.2 **Resources and Performance.** The Contractor is required to nominate a Contract Manager and shall ensure that a sufficient number of personnel and managers are available to provide the Services in accordance with the Specification.
- 3.3 **Quality and performance monitoring.** Enable Ltd. will monitor the quality, timeliness and overall performance of the Services provided and will assess the general performance of the Contractor. Enable Ltd may require changes in the Services or in the implementation of the Services. Enable Ltd may implement such changes by written notification. Unsatisfactory performance by the Contractor will result in rectification and/or default notices requiring remedial action and default deductions from Contract payments. In the event of persistent failure to achieve the Contract Standard, Enable Ltd may suspend part of or the entire Contract or terminate the Contract as Enable Ltd deems appropriate.
- 3.4 **Termination and handover.** Enable Ltd may terminate the Contract in specified circumstances set out in the Contract, which largely relate to financial standing and breach of the Contract by the Contractor. The default system also provides for early termination in circumstances of repeated poor performance.
- 3.5 **Pricing, Payment and Modifications.** Contractors will be required to submit an annual price for the service, with prices after year one subject to indexation. Payment under the Contract will be in one lump sum following the annual firework display, subject always to the satisfactory completion of the display and adjustments for modifications. All adjustments and modifications should be agreed in writing in advance of delivery.

4 Quality and Environmental Performance

- 4.1 Enable Ltd gives the utmost priority to attaining the highest quality of service and to continuity of service provision. The Contractor shall therefore ensure that all necessary arrangements have been made to guarantee full and immediate operation of all functions at the commencement of the Contract.
- 4.2 Whilst Enable Ltd does not require the Contractor to have obtained certification under a recognised quality assurance standard, Tenderers will be expected to offer acceptable assurances or evidence of a capacity to carry out the work in accordance with the requirements of the Specification.
- 4.3 Enable Ltd is committed to minimising its impact on the environment and continually improving its environmental performance. As part of this commitment Enable Ltd has adopted an Environmental Ambition Statement, Environmental Action Plan and Environmental Purchasing Policy, which can be downloaded from www.wandsworth.gov.uk/sustainability and Enable Ltd commends its Principles of Action to all organisations providing a service on Enable Ltd's behalf and in this regard.

5 Tenderer's Warranties

In submitting a Form of Tender, the Tenderer warrants and represents and undertakes with Enable Ltd that:

- a) all information, representations and other matters of fact communicated (whether in writing or otherwise) to Enable Ltd by the Tenderer or its employees in connection with or arising out of the Form of Tender and this Tender generally are true, complete and accurate in all respects
- b) it has made its own investigations and research, has satisfied itself in respect of all information given in the completed Form of Tender and that it has not submitted a Form of Tender, and will not have entered into the Contract, in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Enable Ltd;
- c) it has full power and authority to enter into the Contract and to carry out the Services and will if requested produce evidence of such to Enable Ltd;
- d) it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances which may adversely affect such financial standing in the future;
- e) by the Commencement Date it will procure, and during the Contract Period it will have, sufficient working capital, skilled staff, equipment and other resources available to carry out the Services in accordance with the Contract for the Contract Period; and

- f) it has obtained, or will have obtained, by the Commencement Date all and any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services.

6. Invitations to Tender

The fact that the Tenderer has been invited to submit a tender does not necessarily mean that the Contractor has satisfied Enable Ltd regarding any matters raised in the questionnaire submitted and notwithstanding that the Tenderer has been invited to tender, Enable Ltd makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the Services. Enable Ltd reserves the right to return to those matters as part of the formal Tender evaluation process.

CHAPTER TWO: SPECIFICATION

1. Contractor Responsibilities:

1.1 The Contractor is responsible for the following:

- a) the design, safe management and operation of the pyrotechnics and display content
- b) pyro staff and sub-contracted staff within the sealed firing area (lighting, sound and pyro sub-contractors)
- c) the design, build, delivery, and removal of the pyrotechnic, sound, lighting and special effects content of the display.
- d) the transportation, safety, storage, firing and disposal of all pyro at the event, including arrangements for pyro confiscated at the event.
- e) attending meetings in relation to the event, including production, safety advisory group meetings, briefing and debrief meetings.
- f) maintaining the integrity of the pyro area once on site.
- g) working with Enable Ltd at Forward Control and Event Control to confirm firing and bonfire ignition timings and ensuring that all content is built, safe and ready for use at the event.
- h) to work with Enable Ltd in the event of an emergency and be aware of the evacuation plan and emergency procedures for the event.

- i) for ensuring the company has a robust business continuity plan, with adequate staff and equipment storage levels in order to operate the event.
- j) for working in accordance with their method statement and Health & Safety requirements.

2. Enable L&C Ltd. (The Client) Responsibilities

2.1 Enable Ltd. shall be responsible for providing the following resources:

- a) Event management team
- b) Fixed point electrical supplies and on-site electrical support team
- c) Emergency services liaison
- d) First aid cover
- e) All ticketing, stewarding and security staffing
- f) Litter clearance, except pyrotechnic debris including confiscated pyro
- g) The creation and maintenance of secure firing and fallout areas
- h) Appropriate shelter for pyrotechnics team near firing point
- i) Telehandler and driver for installation and removal of sound system towers

3. Venue

- 3.1 Battersea Park is a 200-acre Victorian Park, surrounded on three sides (west, south and east) by a 6 foot iron railing fence and by the River Thames to the North.
- 3.2 There are four large sets of gates; one in each corner of the park that are big enough for vehicle access and egress. Additional information about the park is available on the Council's web site: www.enablelc.org/parks/battersea-park and a site plan for the event is attached.

4. Dates

4.1 The planned dates for the fireworks displays (subject to confirmation by Enable Ltd each year) over the Contract Period are as follows:

- 1) Saturday 6th November 2021 with the possibility of Sunday 7th November 2021
- 2) Saturday 5th November 2022 with the possibility of Sunday 6th November 2022

3) Saturday 4th November 2023 with the possibility of Sunday 5th November 2023

5. Build and Take Down Limitations

- 5.1 In order to minimise disruption to normal park users, pyrotechnical preparation and build shall not commence before the preceding day (Friday) and all equipment shall be removed by the end of the following day (Sunday, or Monday, if this is a 2 day event). The Contractor shall set up the pyrotechnics, lighting, special effects and sound systems at its own cost and expense. The Contractor shall agree with Enable Ltd when the sealed Firing Area shall take place but this shall generally be no earlier than the evening before the display.
- 5.2 The Contractor shall de-rig and safely dispose of the spent fireworks and any unspent fireworks at its own cost.

6. Outline Timings on Display/s Day (subject to change and final agenda)

Friday pre event: Possible access TBC

Day One

0630 hrs	Park opens
0700 hrs	Firing Area sealed (latest point)
1300 hrs	All staff event briefing
1500 hrs	Car parks & concessions close
1530 hrs	Fallout Area sealed and park clearance commences
1600 hrs	Clearance of park concludes & gates locked
1700 hrs	Event Control Room opens
1800 hrs	Gates open to the public
1930 hrs	Bonfire lit
2000 hrs	Fireworks display commences
2025 hrs	Fireworks display ends
2130 hrs	Park gates close
2359 hrs	<i>Firing Area clear and security ends only applicable if one day event</i>

Day Two

0630 hrs	Park opens
0700 hrs	Firing Area sealed (latest point)
1200 hrs	All staff event briefing
1400 hrs	Car parks & concessions close
1430 hrs	Fallout Area sealed and park clearance commences
1500 hrs	Clearance of park concludes & gates locked
16:00hrs	Event Control Room opens
17:00hrs	Gates open to the public

18:30 hrs	Pre event activities commence
19:00 hrs	Fireworks display commences
19:30 hrs	Fireworks display ends
20:30 hrs	Park gates close
2359 hrs	Firing Area clear and security ends

Overnight access is not possible. We will collectively agree the appropriate number of official site visits once the contract is agreed. However, Battersea is a public park and therefore easily accessible for a visit.

7. Display & Playlist

- 7.1 Every year of the Contract by no later than 60 days prior to the Display, the Contractor shall prepare and submit to Enable Ltd a detailed display briefing and playlist proposal which shall comply with this Specification and the Contract generally.
- 7.2 Enable Ltd reserves the right to all final decisions regarding the playlist selection and playing order. The Contractor will work closely with Enable Ltd, providing their expertise and professional services to devise a playlist in line with Enable Ltd's chosen theme or musical selections for each year. The Contractor will be required to provide audio soundtracks during the drafting process and to rework these according to Enable Ltd's feedback, until point of sign off.

CHAPTER THREE: INSTRUCTIONS FOR TENDERING

1. Tender Confidentiality

- 1.1 All information supplied by Enable Ltd in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer and shall not be disclosed to any other persons except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.
- 1.2 The Tender Documents are and shall remain the property of Enable Ltd. Copyright in and ownership of the Tender Documents (including any drawings and plans) forming part or mentioned or referred to in the Tender Documents shall remain in Enable Ltd.
- 1.3 Tenderers shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior written consent of Enable Ltd.

2. Basis of Tenders

2.1 Tenders are invited on the basis that:

- a) all prices quoted in the Tender Documents and all associated documents shall be exclusive of VAT but inclusive of all administrative costs and overheads including without limitation, staff training attendance at meetings, liaison with Enable Ltd's internal and external auditors and other external agencies, and travel, accommodation and subsistence;
- b) the Contract is for a period of three years, with a one year break clause, subject to the termination provisions contained therein and subject to the option of extension of a period or periods of up to three years at Enable Ltd's sole discretion before the termination of the Contract;
- c) the sums payable to the Contractor by Enable Ltd under the Contract shall be determined on the basis of the amounts quoted in the Tender and varied only as provided by the Contract;
- d) the successful Tenderer must undertake all preparatory work and must commence full operations under the Contract on the Commencement Date;
- e) the prices quoted in the Tender Documents: and all correspondence received in connection with the same and all information supplied in response to this Tender in connection with the evaluation of the Tender including all correspondence received in connection with the same, shall not be deemed to be confidential or commercially sensitive or exempt from disclosure under the Freedom of Information Act 2000 and Enable Ltd may disclose the same without limitation including in response to a freedom of information request, in response to a request for a debriefing under the Public Contracts Regulations 2006 and as part of its award process;
- f) Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted;
- g) Enable Ltd does not bind itself to accept any of the Tenders and may terminate this tender process at any point prior to entry into a legally binding contract; and
- h) Enable Ltd shall not be responsible for any costs, expenses or losses (of whatever nature) incurred by any Tenderer in connection with this tender process.

3. Method Statement

3.1 Tenderers are required to incorporate a Method Statement as part of their Tenders describing their detailed proposals for their performance of the Contract and how they intend to work with Enable Ltd to deliver on quantity, quality, choreography and competitive pricing, in the performance of the Contract.

This section of the Method Statement shall include, without limitation:

- a) Descriptive summary of the proposed display for day one, the Saturday main event, to include proposed number, size, style and type of pyrotechnics and special effects. This section can be supported with video, visuals and/or photo to demonstrate examples of the proposal.
- b) Description of how the Tenderer will effectively light and set alight the bonfire for day one, to provide a visual spectacle. This section can be supported with video, visuals and/or photo to demonstrate examples of the proposal
- c) Detailed proposal of how the Tenderer will effectively light the trees in the foreground of the Display, to include various states and special effects to start from the opening of the event, two hours before the fireworks display. This section can be supported with video, visuals and/or photo to demonstrate examples of the proposal. The lighting of the trees would be applicable for both days.
- d) Proposed technical specification for the sound system required including details of the range of the delay speakers, quality assurance and adverse weather contingencies for equipment.
- e) Descriptive summary of the proposed display for day two, the Sunday family event, to include proposed number, size, style and type of pyrotechnics and special effects. This section can be supported with video, visuals and/or photo to demonstrate examples of the proposal.
- f) Proposed build and take down timetable for rigging and de-rigging the display. Please provide two options – for both a one day and two day event.
- g) Roles and responsibilities of all crew working on the event and their pyrotechnic training, experience and qualifications held.
- h) Details of transport, on site storage and security arrangements for pyrotechnics.
- i) Expectation of support required from the client, Enable Ltd
- j) Budget breakdown of the three display elements:
 - i. Operator fired fireworks display and lighting of bonfire for both day one and day two
 - ii. Lighting / special effects including lighting of the trees

- iii. Sound system
 - iv. Project management fee
 - v. Estimated expenses. Please use the attached budget template to provide the information.
- k) The Method Statement shall include, without limitation:
 - l) Tenderer's Health & Safety policy including details of safe systems of work to ensure the safety of all those working at the event
 - m) Tenderer's risk assessment for the display
 - n) Tenderer's proposed layout plan
 - o) Tenderer's accident report record for the last 5 years
 - p) Employers Liability Insurance certificate
 - q) Public Liability Certificate
- 3.2 The Tenderer is solely responsible for ensuring that all rights and permissions related to all materials submitted in response to 3.2, or in relation to any part of this Tender, are secured prior to submission of the Tender, or any communications related to the Tender. Enable Ltd accept no responsibility for copyright infringement of any videos, images or visuals shared with Enable Ltd by the Tenderer as part of the tender process. All materials received by Enable Ltd from a Tenderer as part of, or relating to any Form of Tender are for evaluation purposes only and will not be shared with any person or body outside of Enable Ltd, online, placed anywhere in a public forum, or used for any purpose other than for evaluation of the Tender.

4. Freedom of Information

- 4.1 Enable Ltd is a public authority within the meaning of the Freedom of Information Act 2000 ("2000 Act"). Information in relation to this Tender and all correspondence received may be made available on demand in accordance with the 2000 Act. Subject to paragraph 2(e) of these Instructions for Tendering, Tenderers should state if and why any of the information supplied by them in response to this Invitation to Tender is confidential or commercially sensitive or exempt from disclosure under the 2000 Act. Notwithstanding the foregoing, unless an exemption under the 2000 Act or a duty of confidence applies, information shall be disclosed in accordance with the 2000 Act in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer's commercial interests in maintaining non-disclosure.

5. Instructions for the Return of Tenders

- 5.1 A Tender must be made in accordance with these Instructions for Tendering. Tenders shall be made on the Form of Tender (Volume 2). Tenders shall be signed by the Tenderer and submitted in the manner and by the date and time stated below together with:
- a) the duly completed tender application, signed and dated by the Tenderer, converted to a PDF.
 - b) the Tenderer's Method Statement as required by paragraph 3 of the tender form which can be submitted in a variety of formats – documents, powerpoints etc but must be labelled so we can ensure we know which question you are answering and:
 - c) the supporting media files or links as specified, to the appropriate rights having been secured by the Tenderer.
- 5.2 Tenders shall be submitted via email to events@enablelc.org by 23:59 on Thursday 15th July 2021 FAO Annabel Dilks. No Tender will be considered if it is not submitted as prescribed in these Instructions for Tendering, including by the due date and time.
- 5.3 Enable Ltd reserves the right to amend the tendering timetable at any time, but will only increase not reduce the time scale.

6. Rejection of Form of Tender

- 6.1 Any Form of Tender submitted by any Tenderer, where the Tenderer:
- a) fixes or adjusts the prices and rates shown within or underlying its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person's Tender or communicates to any person other than Enable Ltd the amount or approximate amount of prices or rates shown in its Form of Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance; or
 - b) enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
 - c) offers or agrees to pay or gives or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's Tender, any act, omission, or thing of the sort described in (a) or (b) above; or

- d) in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1919, Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-section (2) of Section 117 of the Local Government Act 1972; or
- e) has directly or indirectly canvassed any employee, member or official of Enable Ltd concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer;

shall be rejected by Enable Ltd provided always that such non-acceptance or rejection shall be without prejudice to any civil remedies available to Enable Ltd or any criminal liability which such conduct by a Tenderer may attract.

7. Non-Consideration of Form of Tender

7.1 Enable Ltd may at its absolute discretion refrain from considering any Form of Tender if:

- a) it is not in accordance with the Instructions for Tendering and all other provisions of the Tender; or
- b) the Tenderer makes or attempts to make any variation or alteration to the terms of the Tender or the Contract Conditions except where a variation or alteration is expressly invited or permitted by Enable Ltd in writing; or
- c) the Tenderer does not tender for the provision of the whole of the Services except where the tender for part of the Services is expressly invited or permitted by Enable Ltd in writing; or
- d) it is incomplete or incorrectly completed.

7.2 Enable Ltd is not bound to accept any of the Tenders. Enable Ltd will evaluate all Tenders complying with the Tender Documents in accordance with the criteria set out in these Instructions for Tendering.

8. Award Criteria

Tenders will first be checked for compliance with these instructions and for completeness. Whilst Enable Ltd shall be entitled to seek clarification from any Tenderer in order to determine if a Tender is complete or compliant, Tenderers should note that Enable Ltd reserves the right to reject Tenders that are not substantially complete or compliant with these Instructions.