

Armagh City, Banbridge and Craigavon Borough Council invites proposals from suppliers to bid for the supply of a package of fun fair rides that offer good value and create a family friendly event over Saint Patrick’s weekend.

Home of St Patrick’s Festival – Fun Fair Provision

**Friday, 15 March 2024 – 12 pm – 7 pm**

**Saturday, 16 March 2024 - 12 pm – 7 pm**

**Sunday, 17 March 2024 – 1 pm – 7 pm**

**Monday, 18 March 2024 - 12 pm – 7 pm**

SOLITUDE PARK, BANBRIDGE

DEADLINE for submission of responses is **Thursday, 1st February at 12 noon**

The successful bidder will be required to provide the following:

* for a safe set up, we seek to engage one supplier who will manage and be responsible for the funfair for the duration of the event.
* to provide a package that has a minimum of four rides. Please note that we cannot consider inflatable rides, structures or bungees or trampolines
* to provide a package to be set up in Solitude Park on Friday, 15th March by 12 noon.

After this time, vehicles are not permitted on the event site.

**Please note that dates and times may be subject to change.**

We seek you to bid to supply a fully managed fun fair package that considers the following:-

1. Has a high throughput number of users per hour. **Please detail this figure within your methodology response.**
2. A variety of rides suitable for younger children and teenagers.

We ask that you consider the dimensions of the vehicles that you will use to transport the rides as the entrance to the event site is as follows:-

Solitude Park from Rathfriland Road, Banbridge – **5.8m wide**

Please submit a detailed bid of fun fair rides that you propose to provide from Friday, 15th March – Monday, 18th March 2024 giving their installed dimensions. Your bid should include a fee for the rent of the venue. Please note that rental income is not our key priority; Council is seeking a package which offers good value for money for families.

A two-stage process will be used to assess quotations for this project.

Suppliers must demonstrate that they meet all of the Selection Criteria in Stage 1, before proceeding to be assessed against the Award Criteria (or Qualitative Criteria) in Stage 2. The Selection Criteria in Stage 1 are Mandatory Requirements therefore failure to meet all or any of these Criteria will result in your bid offer being eliminated from the competition.

|  |
| --- |
| **STAGE 1** |
| **Selection Criteria** | **Scoring** |
| 1. Please provide copies of your insurances:
* £10 million Public Liability Insurance, and,
* £5 million Employer’s Liability Insurance (if your Company is legally obliged to hold this)
 | PASS / FAIL |
| 1. Please provide test / inspection certificates for each ride being proposed.
 | PASS / FAIL |
| 1. Please provide details of 3 similar pieces of work carried out by your organisation in the past 48 months including the contact details of the organisation / person who hired you (as we may contact them for information)
 | PASS / FAIL |
| 1. Health & Safety Risk Assessment
 | PASS / FAIL |
| 1. Appendices A-H – must be completed and returned
 | PASS / FAIL |
| **STAGE 2** |
| **Award Criteria** | **Weighting** **(Total 100%)** |
| 1. Please detail your proposed methodology to undertake this contract including timeline, means of approach, details of management team, litter plan, details of installation & dismantling of the rides, throughput per hour and age groups.
 | 40% |
| 1. Please provide a site plan with proposed rides and their dimensions
 | 20% |
| 1. Please provide a plan of Staff / Stewards including queue and crowd management
 | 30% |
| 1. Cost (as per pricing schedule) – Appendix I
 | 10% |

**EVALUATION**

**Stage 1**To ensure consistency and equity the evaluation panel will assign scores for quality of response to the Mandatory Requirements based on the indicative scoring definitions below:

|  |  |
| --- | --- |
| Fail | **Unacceptable** - Where the Bidder has failed to sufficiently demonstrate their ability to meet all of the requirement. ***Supplier will be excluded from the competition.*** |
| Pass | **Acceptable** - Where the Bidder has fully demonstrated their ability to meet all of the requirement. |

**Stage 2** Each Award Criterion will be scored on a consensus based whole number basis as per the scoring methodology outlined below. The Preferred Bidder will be the bidder who scores the highest weighted score. This will represent the Most Economic Advantageous ITT (M.E.A.T.).

|  |  |
| --- | --- |
| *Assessment* | *Score* |
| *An* ***excellent*** *response which exceeds the requirements in a very comprehensive manner* | 5 |
| *A* ***good*** *response which meets the requirements in a comprehensive manner* | 4 |
| A **satisfactory** response but concerns expressed by the Assessment Panel on some aspects | 3 |
| ***Minimal / poor information*** *or inappropriately provided*  | 2 |
| *An* ***unsatisfactory*** *response which suggests the applicant will have serious difficulties delivering the Services* | 1 |
| ***No*** *information is provided* | 0 |

The following formulae will be used to evaluate each item to be assessed for Cost:

Item 1. Highest ‘Income Paid to Council’ bid will be awarded the maximum score available [5%].

To calculate cost scores for the remaining bid offers, the following formula will be applied.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SuppliersPrice |  x | % Weighting | = | Weighted Score |
| Highest Suppliers Price |

Where a zero cost or “Free of Charge” offer is made this offer will be assigned a nominal £1 value for assessment purposes only.

Item 2. Lowest ‘Cost per Ride’ bid will be awarded the maximum score available [5%]

To calculate cost scores for the remaining bid offers, the following formula will be applied.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest SuppliersPrice |  x | % Weighting | = | Weighted Score |
| Suppliers Price |

Where a zero cost or “Free of Charge” offer is made this offer will be assigned a nominal £1 value for assessment purposes only.

This will give two weighted scores out of a maximum 5% which will be added together to obtain each Suppliers total score for ‘Cost’ out of 10%.

In the event that there is a tie-break scenario in total scoring, Council will go to a best and final offer approach and that bidder will be awarded the contract.

Please send your responses by email to jayne.currie@armaghbanbridgecraigavon.gov.uk

**Deadline for receipt of responses is Thursday, 1st February 2024 at 12 noon**

Council will score responses and inform you of the outcome week commencing 5th February 2024.

The successful Supplier will be invited to attend a site meeting / briefing prior to the event.

Thank you for your consideration.



**APPENDICES**

**Please Ensure That You Have Read the undernoted Appendices and Completed Where Necessary, before submission**

A Bribery, Collusion and Canvassing Declaration

B Fair Employment Declaration

C Freedom of Information Statement

D Terms and Conditions - Tenders

E Form of Quotation

F Safeguarding Policy

G Complaint Handling Statement

H Contact Details

I Pricing Schedule

J Terms and Conditions – Fun Fairs

 **APPENDIX A**

**BRIBERY, COLLUSION & CANVASING DECLARATION TO BE COMPLETED BY ALL COMPANIES**

|  |  |
| --- | --- |
| Quotation Title: | **Home of St Patrick’s Festival – Fun Fair Provision** |

I / We certify that this is a bona fide bid offer and that we have not fixed or adjusted the amount of the quotation by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this quotation, any of the following acts: -

1. Communicate to a person other than the person calling for those quotations, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid offer.
2. Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offer or pay or give or agree to pay or give any sum of money 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 bid or proposed bid for the said work, any act or thing of the sort described above.
4. Engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

In this certificate the word “person” included any persons and anybody or association, corporation or unincorporated and “any agreement or arrangement” included any such transaction, formal or informal and whether legally binding or not.

I / We hereby certify that I / we will / will not comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

I / We hereby certify that I / we have not and will not canvas or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this quotation or award or proposed award of the contract and that to the best of my / our knowledge and belief, no person employed by me / us or acting on my / our behalf has done, or will do, such an act.

I / We hereby certify that, to the best of my / our knowledge and belief, no person who is a Councillor, Officer, Servant or Agent has any direct or indirect interest, in or connection with, the Organisation.

|  |  |
| --- | --- |
| I / We |       |
| Of (insert address) |       |
|       |
| hereby declare that I am / we are in acceptance of the requirements of the Bribery, Collusion and Canvassing Clauses as detailed above |
| **Signed By** |       |
| **Duly authorised to sign for and on behalf of** |       |
| **Dated** |       |

**APPENDIX B**

**FAIR EMPLOYMENT DECLARATION TO BE SIGNED BY ALL COMPANIES**

|  |
| --- |
| **FAIR EMPLOYMENT****DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL CONTRACTORS****ARMAGH CITY, BANBRIDGE & CRAIGAVON BOROUGH COUNCIL****FAIR EMPLOYMENT AND TREATMENT [NI] ORDER 1998** |
| 1. | Article 64 of the Fair Employment and Treatment [N.I.] Order 1998 ["the Order"] provides interalia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the Public Authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purpose of such contracts as are mentioned above by an unqualified person. |
| 2. | An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62(1) of the Order, has been served with a notice by the Equality Commission for Northern Ireland stating he is not qualified for the purposes of Article 64 to 66 of the Order, or an employer who, by reason of connection with an employer on whom has been served a notice to that effect, has also been served with such a notice. |
| 3. | Mindful of its obligations under the Order, Armagh City, Banbridge & Craigavon Borough Council has decided that it shall be a condition of inclusion or retention as a supplier to the Council that a Contractor shall not be an unqualified person for the purposes of Article 64 to 66 of the Order. |
| 4. | Contractors are therefore asked to complete and return the attached Declaration/Undertaking, and shall be required at any stage, before acceptance of a quotation by Armagh City, Banbridge & Craigavon Borough Council, to confirm that they are not unqualified persons, and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with Armagh City, Banbridge & Craigavon Borough Council to which Article 64 of the Order applies. |

**DECLARATION AND UNDERTAKING**

I/We hereby declare that I am/we are not unqualified for the purpose of Article 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

I/We undertake, forthwith, to inform Armagh City, Banbridge & Craigavon Borough Council, should any notice, stating that I am/we are unqualified, be served upon me/us by the Equality Commission for Northern Ireland.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Duly authorised to sign for** |  |
| **Dated:**  |  |

**APPENDIX C**

**FREEDOM OF INFORMATION STATEMENT TO BE SIGNED BY ALL COMPANIES**

Armagh, Banbridge & Craigavon District Council (hereafter called ‘The Council’) is subject to the terms of the Freedom of Information Act 2000. Any information, which comes into the possession of the Council, may be subject to disclosure under the provisions of that Act, unless an exemption applies.

In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, the Council will not accept any contractual term that purports to restrict disclosure of information held by the Council in respect of the contract or procurement exercise save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with the Council.

By submitting a tender response, Tenderers acknowledge that their response and any further relevant information provided may be disclosed in accordance with the relevant provisions of the Freedom of Information Act.

In arriving at the decision to disclose information, the Council will take account of the nature of the information, representations made by the Tenderer, exemptions provided for in the Act, and the Public Interest in maintaining the exemption. Therefore, Tenderers are required to highlight information that they include in the procurement documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular issues concerning trade secrets and commercial sensitivity should be highlighted. Tenderers should be specific in their representation and are advised against recording unnecessary information.

The Council will endeavour to ensure that, where necessary, any requests under the FOIA relating to the Tenderers’ information will be answered in liaison with the Tenderer. The Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

The Council will consider all information provided by Tenderers, up to and including the award of tender, to be of a confidential nature. Beyond this, the provisions of the Act will govern what the Council is obliged to disclose.

The tender process will be deemed to have been completed when the Council has awarded the tender, or the Management Team has decided that the particular procurement exercise is not viable.

I acknowledge Council policy in respect of Freedom of Information.

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

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

|  |  |
| --- | --- |
| **I / We consider the information in this tender response is commercially sensitive:** | Yes / No (delete as appropriate) |
| **If the information supplied in this tender response is considered commercially sensitive, please state which information should not be disclosed, and provide reasons:** |
|  |
| **Please confirm the period for which this information should remain commercially sensitive:** |
|  |

**APPENDIX D**

**TERMS AND CONDITIONS**

**QUOTATION TITLE: Home of St Patrick’s Festival – Fun Fair Provision**

Please ensure that you have read the terms and conditions before completing the following statement.

Our terms and conditions are available to view and download on our website [Tenders - Armagh City, Banbridge and Craigavon Borough Council (armaghbanbridgecraigavon.gov.uk)](https://www.armaghbanbridgecraigavon.gov.uk/business/tender-guidelines/)

 I/We have read the terms and conditions and agree to abide by same.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** |  | **Date:** |  |

**APPENDIX E**

**FORM OF QUOTATION TO BE COMPLETED BY ALL COMPANIES**

**QUOTATION TITLE: Home of St Patrick’s Festival – Fun Fair Provision**

**FOR**

|  |  |
| --- | --- |
| **Name of Supplier** |  |
| **Address:** |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| **I/We** |  |

having examined the above works, Quotation documentation, hereby quote for and undertake to perform the said services in accordance with the terms of the Quotation documents for the cost of £\_\_\_\_\_\_\_\_\_\_\_\_\_.

Unless and until a formal agreement is prepared and executed this Quotation, together with our written acceptance thereof, shall constitute a binding contract between us.

I/We understand that the Council does not bind itself to accept the lowest or any Quotation it may receive.

|  |  |  |  |
| --- | --- | --- | --- |
| **As witness our hand this** |  | **day of** |  |
| **Signature(s) of Contractor:** |  |
|  |  |
|  |  |

**APPENDIX F**

**SAFEGUARDING STATEMENT TO BE COMPLETED BY ALL COMPANIES**

**QUOTATION TITLE: Home of St Patrick’s Festival – Fun Fair Provision**

Does your company have its own Safeguarding Policy and Procedures? YES / NO

If No:

Please ensure that you have read the Council’s Safeguarding Policy before completing the following statement. You must adhere to Council’s Safeguarding Policy and Procedures when using Council facilities. Our Safeguarding Policy and Procedures are available to view and download on our website

<https://www.armaghbanbridgecraigavon.gov.uk/safeguarding/>

** I/We have read the Safeguarding Policy and Procedures and agree to abide by same when using Council facilities.**

Have you included your company headed letter detailing vetting compliance as required in order to deliver the specified services? YES / NO

Please confirm that you have responded to all of the above.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position in organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX G**

**COMPLAINTS HANDLING STATEMENT TO BE SIGNED BY ALL COMPANIES**

Where Armagh City, Banbridge and Craigavon Borough Council use an Arm’s Length External Organisation (ALEO) or Contractor to deliver a service on our behalf we recognise that we remain responsible and accountable for ensuring that the services provided meet our standards (including in relation to complaints).  We will either do so by:

* ensuring the contractor complies with Council’s Complaint Handling Procedure; or
* ensuring the contractor has their own procedure in place, which fully meets the standards in this procedure.  At the end of the investigation stage of any such complaints the contractor must ensure that the customer is signposted to NIPSO.

Council’s designated project manager for said projects is responsible for ensuring Council’s standards are met. With reference to the below extract from our Complaints Handling Procedure, that if successful your company will comply with this statement, or that you have your own complaints handling procedure which will signpost customers to NIPSO.

***EXTRACT:***

***Complaints about contracted or commissioned services / ALEOs***

1. *We may use Arm’s Length External Organisations (ALEOs) to deliver certain services. They are ‘arm’s-length’ because we retain a degree of control or influence, usually through a funding agreement, and ‘external’ because they have a separate identity to us.*
2. *Where we use an ALEO or contractor to deliver a service on our behalf we recognise that we remain responsible and accountable for ensuring that the services provided meet our standards (including in relation to complaints). We will either do so by:*
* *ensuring the contractor complies with this procedure; or*
* *ensuring the contractor has their own procedure in place, which fully meets the standards in this procedure. At the end of the investigation stage of any such complaints the contractor must ensure that the customer is signposted to NIPSO.*

*Council’s designated project manager for said projects is responsible for ensuring standards are met.*

1. *Where a complaint about a contractor or ALEO is submitted to NIPSO, NIPSO will treat it as a complaint about* ***the Council****. Therefore, if a complaint is received by the contractor or ALEO they must inform the Council so that this can be logged.*
2. *We will confirm that service users are clearly informed of the process and understand how to complain. We will also ensure that there is appropriate provision for information sharing and governance oversight where required.*
3. *We retain discretion to investigate complaints about organisations contracted to deliver services on our behalf even where the procedure has normally been delegated.*
4. *Contracted service providers/ALEO’s will be required to report back to the Council and share their complaints data relating to the delivery of the contract or commissioned service for monitoring and learning purposes. This will help ensure that we meet our overall governance responsibility for the provision of the service.*

** I/We have read the extract from the Council’s Complaints Handling Procedure and agree to abide by same when using delivering services on behalf of the Council.**

**We will comply with this by applying:**

** Council’s Complaint Handling Procedures**

**OR**

** Our own procedure, which fully meets the standards of Council’s Complaint Handling Procedure, ensuring at the end of investigation stage the customer is signposted to NIPSO.**

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position in organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX H**

**CONTACT DETAILS TO BE COMPLETED BY ALL COMPANIES**

**Please complete this form with your company details and include it with your submission:**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Address:** |  |
|  |  |
|  |  |
| **Postcode:** |  |
| **Telephone Number:**  |  |
| **Fax Number:**  |  |
| **Name of person to contact in** **connection with this submission:** |  |
| **Position in Company:** |  |
| **Telephone Number: [if different from above]** |  |
| **Fax Number: [if different from above]** |  |
| **Email address:** |  |
| **Mobile Telephone number:** |  |
| **Website address:** |  |
| **Number of employees:** | **Full time:** |  | **Part time** |  |
|  |  |  |
| **We would invite feedback from companies regarding this Quotation process. Any suggestions regarding how this exercise might have been improved are welcome:** |
|  |
|  |

**APPENDIX I**



**Quotation for the Supply of a Package of Fun Fair Rides for Saint Patrick’s Weekend 2024**

**Solitude Park, Banbridge**

**PRICING SCHEDULE**

Suppliers must enter a price for each of the requested items in the table below, highlighted in yellow, before returning as part of their quotation submission;

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Assessment** | ***Weighting*** | **PRICE** |
| 1. | Income Paid to Council for Rental of Venue – Fri 15 Mar to Mon 18 Mar 2024 | *5%* | £  |
| 2. | Cost per Ride | *5%* | £ |

Signed for and on behalf of Supplier \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated Print Name

Name of Company

**APPENDIX J** 

**Home of St Patricks Festival – Funfairs**

**Friday, 15 March – Monday, 18 March 2024**

**TERMS AND CONDITIONS – SOLITUDE PARK**

1. A refundable deposit of £1,205 must be paid not later than 7 days prior to the event along with the hire fee, as agreed in the contract with the successful bidder. Where grounds and / or property has been damaged, the refundable deposit will be applied to offset the costs incurred in its reinstatement and any balance received will be returned.
2. The operator must adhere to the prescribed dates and times of operation.
3. A sufficient number of staff / stewards must be utilised to protect the premises and control the entrances / exits to the site to ensure public safety and prevent any rowdy or obnoxious behaviour.
4. All members of the public and event representatives to be treated with respect and courtesy. Inappropriate or abusive language or behaviour is unacceptable.

1. All staff to wear a branded company uniform.
2. All refuse to be disposed of and site to be left in a clean, safe and tidy condition.
3. Firefighting equipment will be required to be positioned at appropriate electrical sources such as rides and generators.
4. The operator to maintain a safe operating site within capacity figures at all times.
5. Noise levels to be monitored so that they do not cause any unnecessary disturbance to local residents.
6. The operator must provide a 24 hour contact for local residents.
7. Please note that dates and times may be subject to change.
8. As with all outdoor activities, the event is subject to weather conditions and other unforeseen circumstances such as governmental order (either local or national); Royal Demise, Strike, Lock-out, Force Majeure or other such eventuality. Armagh City, Banbridge & Craigavon Borough Council will assess the weather conditions and, if deemed, necessary the event will be cancelled. Armagh City, Banbridge & Craigavon Borough Council accepts no liability for any costs incurred as a result of cancellation.