



Christmas Lighting

Invitation to Tender (ITT)



1 Overview of Christchurch Town Council (the “Customer Organisation”)

1.1 The principal function of the Town Council is to represent local interests and to promote and watch over particular interests of Christchurch. The Council is committed to the following values

1. We are committed to our community
2. We shall carry out what we say
3. We embrace knowledge to learn and adapt
4. We strive for excellence

2 Introduction and Background to the Project / Programme

2.1 Christchurch Town Council intends to implement the wish of the town community to provide uplifting town centre Christmas light displays

2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of Christchurch Town Council and the procurement process for submitting a tender proposal.

2.3 Christchurch Town Council is looking for an experienced organisation to supply, install, remove, store, maintain town centre Christmas Lights and to ensure the appropriate maintenance of associated infrastructure for a period of 3 years; 2022, 2023 and 2024, with an option for 2025 & 2026

2.4 During the contract term The Council may wish to extend the lighting programme or make suitable swaps to keep the display fresh and interesting.

2.5 The specification has been completed to include a ‘Core’ offer, beyond that Christchurch Town Council require a breakdown of options, these include different locations, lighting products and effects.

2.6 The specification document has been set out in a way that allows The Council to pick and choose certain decorations and swap between core offer and additional offer, no price should be subject to and or other requirements restricting The Council to a certain scheme.

3. Tender Conditions and Contractual Requirements

This section of the ITT sets out Christchurch Town Council's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**").

3.1 Contracting requirements

3.1.1 The contracting authority is Christchurch Town Council.

3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at the office for Christchurch Town Council at the Town Hall, 30 High Street, Christchurch BH23 1EA and as agreed around the town centre.

3.1.3 Christchurch Town Council's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be for a duration of the required works dependent upon access, statutory permissions, consultation and satisfactory performance against quality objectives.

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, Christchurch Town Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.6 Christchurch Town Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response shall entitle Christchurch Town Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

3.2 General Policy Requirements

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium

members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Christchurch Town Council policies relevant to the goods and/or services being supplied.

3.3 General tender conditions (“Tender Conditions”)

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you, to be known as the “Tendering Organisation”, accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by Christchurch Town Council for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but Christchurch Town Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Christchurch Town Council.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify Christchurch Town Council promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Site Visit - Before tendering, the Tendering Organisation will be expected to have visited the site prior to tendering for the project, to understand the nature of the locations, the current infrastructure and restrictions. Site visits will be arranged by contacting James Atkinson at jatkinson@christchurch-tc.gov.uk

3.3.6 Amendments to the ITT – At any time prior to the Tender Response Deadline, Christchurch Town Council may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of Christchurch Town Council, be extended. Your tender response must comply with any amendment made by Christchurch Town Council in accordance with this paragraph 3.3.6 or it may be rejected.

3.3.7 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of Christchurch Town Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by Christchurch Town Council as part of this Procurement Process.

3.3.8 Format of tender response submission – Tender responses must comprise the relevant documents specified by Christchurch Town Council, completed in all areas and in the format as detailed by the Customer Organisation. Any documents requested by Christchurch Town Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response. Costs and specifications must be clearly displayed within the tender submission by the tendering organisation. The tendering organisation is responsible for ensuring that their information is submitted and displayed in an accessible and clear format. Any perceived or actual lack of clarity or accessibility relating to the tender submission is solely the responsibility of the Tendering Organisation, and Christchurch Town Council accepts no responsibility for ensuring clarity of tender submissions.

3.3.9 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to Christchurch Town Council. Any modification should be clear and submitted as a complete new tender response in accordance with these Tender Conditions.

3.3.10 Rejection of tender responses or other documents – A tender response or any other document requested by Christchurch Town Council may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;

- does not reflect and confirm full and unconditional compliance with all of the documents issued by Christchurch Town Council forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by Christchurch Town Council in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is considered unclear or inaccessible by Christchurch Town Council;
- contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- is received after the Tender Response Deadline.

3.3.11 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling Christchurch Town Council to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or

- to obtain information from any of the employees, agents or advisors of Christchurch Town Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

Christchurch Town Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that Christchurch Town Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.12 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from Christchurch Town Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.13 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, Christchurch Town Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but Christchurch Town Council reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, Christchurch Town Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.14 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

3.3.15 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of Christchurch Town Council in relation to fraud or in other circumstances where Christchurch Town Council’s liability may not be limited under any applicable law.

4. Confidentiality and Information Governance

4.1 All information supplied to you by Christchurch Town Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless Christchurch Town Council has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of Christchurch Town Council and must be returned on demand.

4.4 Christchurch Town Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the town council. Christchurch Town Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by Christchurch Town Council in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to Christchurch Town Council (together the "**Disclosure Obligations**").

4.6 You should be aware of Christchurch Town Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the town council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by Christchurch

Town Council under the Disclosure Obligations, unless the town council decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided, you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that Christchurch Town Council should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that Christchurch Town Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to Christchurch Town Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the town council on the basis that it may be disclosed under the Disclosure Obligations if Christchurch Town Council considers that it is required to do so and/or may be used by the town council in accordance with the provisions of this ITT.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with Christchurch Town Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the town council's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

5. Tender Validity

5.1 Your tender response must remain open for acceptance by Christchurch Town Council for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by Christchurch Town Council.;

6. Payment and Invoicing

6.1 Christchurch Town Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to Christchurch Town Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the town council include:

- A description of the good/services supplied is included.
- Christchurch Town Council's reference number/Purchase Order number is included.
- It must addressed to at Christchurch Town Council , 30 High Street, Christchurch, Dorset BH23 1EA.

7. Specification

Description of Lighting	Location and Plan Ref	Existing Infrastructure Y / N	Cost for 3 Year contract. 2022, 2023, 2024	Cost for 3 Year contract. Plus 1 year option 2025	Cost for 5 Year contract. 2022, 2023, 2024, 2025, 2026
CORE OFFER					
11 Column Mounted motifs of Snow flake designs and Red and Gold in colour on Bargates	Bargates Plan Ref 001	Y			
Approx 100m of festoon harness installed to frontages	Church St Plan Ref 002	Y			
Restricted height prevents large cross street motifs, 20-22 lamps on each 0.5m spacing: White LED Lamps Low Voltage LED	Bridge St Plan Ref 002	Y			
4 Cross Street Motif in Snow Flake Theme Theme and Red and Gold Colour	High St, 1. Town Hall 2. M & Co 3. BHF 4. Bookends Plan Ref 002	Y			
1 x Snow Flake design in Red and Gold from right side of Town Hall to adjacent building 1 x Snow Flake design in Red and Gold from left side of Town Hall to adjacent building	Town Hall Plan Ref 002	Y			

4 x Column Mounted Motif Tree design in Multicoloured 1 x Multicoloured light – 7 sections between columns	Fountain Roundabout Plan Ref 002	Y			
String lights Multicoloured to existing tree	Purewell Roundabout Plan Ref 007	Y			
A Real Christmas tree with Red and Gold Lights	Town Hall Plan Ref 002	Y			
Festive Projections on the Town Hall	Town Hall Plan Ref 002	Y			
ADDITIONAL OFFER					
Lighting effects illuminating the trees on Christchurch Quay in wrap and hanging sphere and star motifs design, warm white in colour. Total of seven trees	Christchurch Quay Plan Ref 003	N			
Motifs of Bow design on lampposts on Riverside Walk	Riverside Walk Plan Ref 004	N			
A artificial / Cone Light Tree	Town Hall Plan Ref 002	Y			
Installation of additional Festoon lighting / Cross Street decorative lights – keep the same design as the existing	High Street and Bargates Plan Ref 002	N			

Statement piece of Christmas tree and Reindeer design	Fountain Roundabout Plan Ref 002	Y			
Lighting The Bandstand	Christchurch Quay Plan Ref 003	N			
Additional lighting placed around the town and different wards. To be attached to street lighting outside retail outlets.	BH23 2HB (grove shops) BH23 2LQ (Fairmile shops) BH23 3QG (Somerford Shops) BH23 4AS (Mudeford Quay shops) Plan Ref 005	N			
Provision of appropriately skilled and qualified staff to attend the switch on event to turn on the lights on the date of the light switch on event and to also carry out a switch on 'practice' within the 24 hours before the switch on event.	N/A	N/A			

Christchurch Town Council require as part of the Tender Submission:

Support service to respond to maintenance and repairs whilst in situ.

Details of all guarantees, warranties and service level agreements relating to these supplies and services

Delivery to and removal from Christchurch sites of all contract associated products and services

Proof of suitable and adequate supplier insurances

Proof of suitable and adequate installer insurances

Risk Assessments and Method Statements for all deliveries, installations, commissioning and project associated works

All supplies and services must evidence that they meet current working regulations, safe working practices, working on the highway regulations and all other associated legislation and guidance relating to best practice.

Environmental sustainability statement for all services and supplies

Tender must include comprehensive breakdown off all costs from appointment to completion.

8. Mandatory Requirements / Constraints

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in Christchurch Town Council's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle Christchurch Town Council to reject a tender response in full.

9. Key background documents and further information

9.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this ITT and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the ITT will not apply.

9.2 The following additional documentation / information is provided as part of this ITT:

None

10. Timescales

10.1 Subject to any changes notified to potential suppliers by Christchurch Town Council in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	April 2022

Deadline for clarification questions (Clarification Deadline)	30 th May 2022 10AM
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	15 th June 2022 12PM

11 Instructions for Responding

11.1 All appropriate supporting documents must be submitted with the tender. All documents required as part of your tender response should be submitted to The Project Officer James Atkinson at jatkinson@christchurch-tc.gov.uk by the Tender Response Deadline, as set out in the Timescales section of this ITT.

11.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Customer Organisation.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by Christchurch Town Council.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of Christchurch Town Council).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Christchurch Town Council requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Christchurch Town Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.

- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

12 Clarification Requests

12.1 All clarification requests should be submitted to jatkinson@Christchurch-tc.gov.uk by the Clarification Deadline, as set out in the Timescales section of this ITT. The town council is under no obligation to respond to clarification requests received after the Clarification Deadline.

12.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 Christchurch Town Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If Christchurch Town Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to Christchurch Town Council responding to all potential suppliers.

12.4 Christchurch Town Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the town council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

13 Evaluation Criteria

13.1 You will have your tender response evaluated as set out below:

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.



13.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality	40%
Commercial	60%
Community response at consultation	In the case of even scoring tenders, reference to community feedback on design submissions may be used as a deciding factor.

13.3 Scoring Model – Tender responses will be subject to an initial review at the start of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by officers using the following scoring model:

Points	Interpretation
10	Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.
7	Good - Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested.

5	Adequate - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested.
3	Poor – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
0	Unacceptable - The response is non-compliant with the requirements of the ITT and/or no response has been provided.

13.4 Commercial Evaluation – Your “Price” (as calculated in accordance with requirements of this tender for the goods and/or services will be evaluated. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by Christchurch Town Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by Christchurch Town Council as part of the pricing approach, the town council may reject the full tender response at this point.

13.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when taking into account the price/quality and term offer.



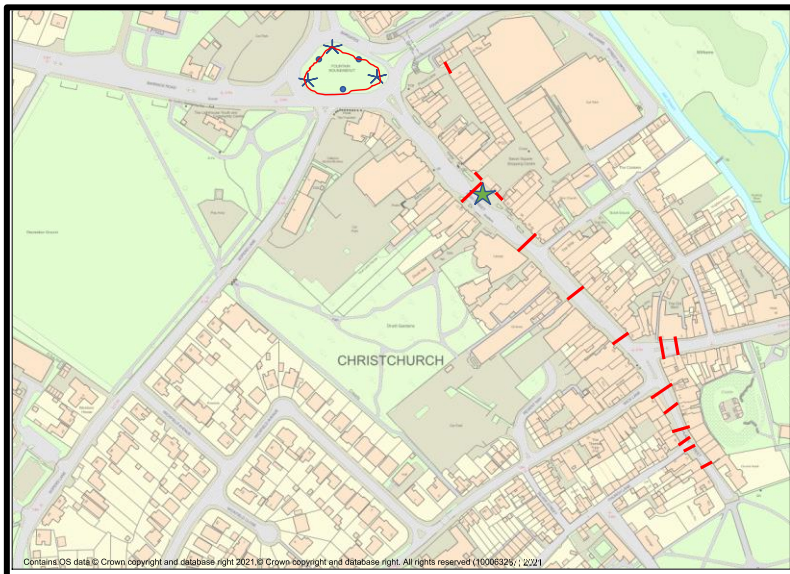
Christmas Lighting

Plan Reference Document



Plan Ref 001

Blue Triangles represent Lamp Post Motif



Plan Ref 002

Red Lines represent Cross Street Display

Green Star represents a Real Christmas Tree

Stars and Line represents Fountain Roundabout



Plan Ref 003

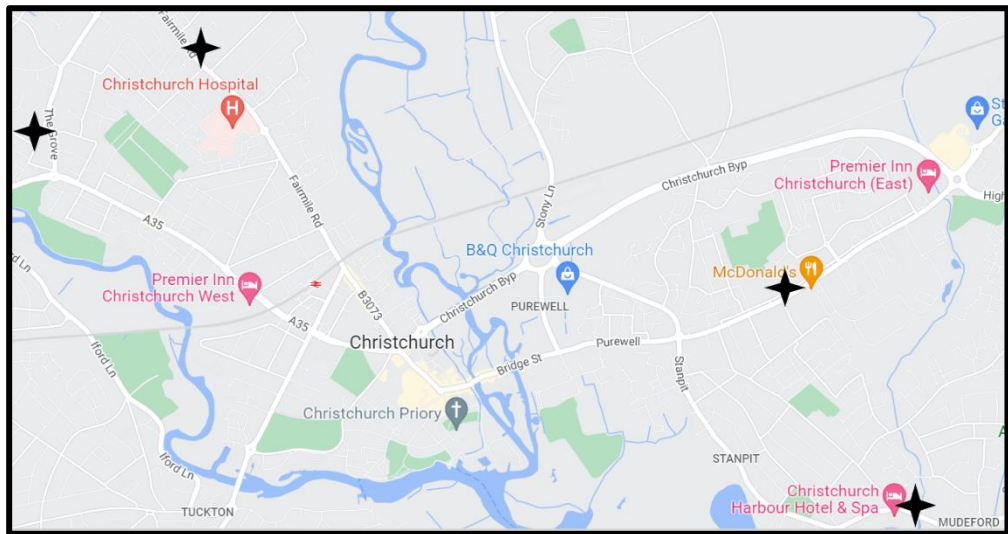
Green Circles represent Trees

Orange Circle represents a Bandstand



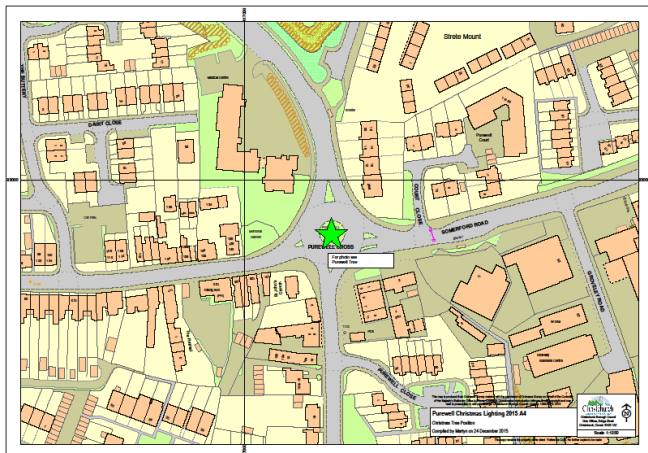
Plan Ref 005

Blue Line
represents
Lamppost Motif
on Riverside Walk



Plan Ref 006

Black stars represent additional lighting placed around
the town and different wards



Plan Ref 007

Green star
represent
Christmas Tree at
Purewell