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**Tender For The Installation Of Festoon Lighting In St Ives, Cornwall**

on behalf of

St Ives Town Council

**TENDER PROCESS INSTRUCTIONS**

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| 1 | **Summary** St Ives Town Council (“the Council” wishes to commission the installation of a centrally-strung festoon lights system in several streets in the town of St Ives. The Council and its partners (St Ives Business Improvement District and the Decorative Lights association) have funds in place for the installation of lights in at least three streets, and will fund-raise during 2017 for more money for those that cannot be done immediately. The works will, therefore, be carried out in two phases; phase two may take place over a number of weeks or months.The selected contractor will also provide, at each of the allocated supply points, an additional double RCD socket to enable a separate circuit to power Christmas decorative lights. *For clarity, the town council is not looking to project manage the job and so is seeking a contractor who can carry out all aspects (structural wiring, electrical and certification).**All communication about this project should be conducted with St Ives Town Council, which owns the current lights.* |
|  | *Phase 1* | Simultaneous removal and replacement of the lights in High Street, Fore Street and Market Place (approx. 398m). If funds allow, other streets may also be included in phase 1 |
|  | *Phase 2* | Installation of a system of lights in six remaining streets (approx. 655m) as funds are raised for the purpose (Tregenna Place, Tregenna Hill, Street-an-Pol, St Andrew’s Street, Gabriel Street, Chapel Street). The streets will be prioritised by the council in accordance with the available funds, the wishes of the local community and what makes sense in operational terms. |
|  | The successful company will guarantee the fixings and support wires for a period of at least 12 months. |
| 2 | **Timescales** |
|  | *Phase 1* | The Council has a target date of May 30th 2017 for completion of the works, but accepts that the process of finding and gaining permission from property owners may mean a delay into early summer 2017. |
|  | *Phase 2* | The Council will work with the contractor to programme the installation of lights in the remaining streets, with the objective of completing the installation by the end of November 2017. |
| 3 | **Contract Award**Entering into the contract is subject to the formal approval process of the Council. Once the Council has made a decision in respect of the contract award, it will inform all tenderers of its decision as soon as is practically possible. |
| 4 | **Tender Timetable**Completed tenders must be returned along with all supporting documents addressed to **The Town Clerk, St Ives Town Council, The Guildhall, Street-an-Pol, St Ives, TR26 2DS** no later than 5pm on 31 January 2017. Tenderers must provide one paper copy and are requested also to provide an electronic version on memory stick. Tender documents must be provided in a sealed, plain envelope with St Ives Festoon Lights Tender marked clearly in the top left corner. The envelope shall not show any name or any other mark by which the tenderer can be identified. Tenderers should note that this timetable may be subject to change. Any changes will be communicated to all known tenderers as soon as possible. |
| 5 | **Clarifications**Any queries or requests for clarification must be made by email to peter.curnow@stives-tc.gov.uk no later than 5pm on 21 January 2017. The Council will endeavour to respond to all queries as quickly as practically possible. The Council will ensure that all questions raised by tenderers are logged and that both they and the council’s responses are circulated to all interested parties. As such, it will be the responsibility of the tenderers to ensure that they refer to the clarifications to obtain any updated information. Late requests may be responded to at the discretion of the Council. The Council will not be obliged to reply to any such request and does not accept liability nor responsibility for failure to provide any information requested. |
| 6 | **Site Visits**The Council recommends that tenderers visit the town and walk the route. An officer of the Council will be on hand to accompany any contractor that decides so to do, if required. Such visits will need to have been carried out by 21 January 2017.  |
| 7 | **Tender Evaluation**The tenders will be evaluated on a pass/fail for certain aspects and a scoring mechanism on other parts. The scoring is designed to assist the Council in determining the most appropriate contractor to instruct, but the scoring result is not binding on the Council, which reserves the right to award the contract on the most complete tender, not the best tender document. The Council will wish to include other factors, such as ability to carry out works on the ground and interaction and communication with the contractor, as criteria. As such, the Council reserves the right to award the tender to a party which may not have scored the highest in the marking schedule but which is deemed to provide the best overall service to the Council. |
| 8 | **Interviews/Presentation**It is not envisaged that tenderers will be required to prepare and deliver a presentation. However, having initially assessed the tenders, the Council may wish to interview a shortlisted tenderer, and contact will be made at an appropriate time if this is decided upon. |
| 9 | **Contract Terms**By submitting a tender, tenderers are agreeing to be bound by the terms of this document without further negotiation or amendment. |
| 10 | **De-brief**Unsuccessful tenderers may request a de-brief as to why they were not selected. This will be provided by the Council as soon as practical. |
| 11 | **St Ives Town Council Rights**The council reserves the right to:* Seek clarification or additional documents in relation to a tenderer’s submission;
* Disqualify any tenderer that does not submit a compliant tender in accordance with instructions or submits a tender that is vague or incomplete;
* Discount evasive, unclear or hedged tenders;
* Withdraw this tender at any time and/or re-invite tenders on the same or any alternative basis;
* Choose not to award any contract as a result of this procurement process;
* Make whatever changes it deems necessary to the timetable, structure or content of the procurement process.
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| 12 | **Warranties and Disclaimers**While the information contained in this tender documentation is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. The Council accepts no liability for its adequacy, accuracy or completeness with any express or implied warranty given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission, from any part of this tender and in respect of any other written or verbal communication transmitted or made available to any tenderer. |

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| 13 | **Costs**The Council will not be liable for any bid costs, expenditure, work or effort incurred by a tenderer or any third party acting under instructions for them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council. |
| 14 | **Confidentiality of Data**The Council will ensure that the information and data provided by tenderers is kept strictly confidential and is only used for the assessment of this tender. Once the tender process has been successfully concluded, and commercially sensitive data should be alerted to the Council which will destroy such documentation as requested. |
| **CONTRACT INSTRUCTIONS** |
| 15 | **Route**The following streets are included in the contract: |
|  | *Phase 1* High Street, Fore Street, Market Place*Phase 2* Tregenna Hill, Tregenna Place, Street-an-Pol, St Andrew’s Street, Gabriel Street, Chapel Street. |
| 16 | **Scope of Works***Phase 1* The works entail the removal and lawful disposal of the current lighting system, including all wires and cables; and the installation of a new lighting system on properties identified as suitable by the contractor, and whose owners have given written permission for the installation of appropriate fixings and fixtures that have been tested (certificate required) to the relevant BS specification. The contractor will maintain the lights for a 12 month period free-of-charge*Phase 2* The works entail the installation of a new lighting system on properties identified as suitable by the contractor, and whose owners have given written permission for the installation of appropriate fixings and fixtures that have been tested (certificate required) to the relevant BS specification. The contractor will maintain the lights for a 12 month period free-of-charge.*The Town Council will be securing the written confirmations from property owners.* |
| 17 | **Specification of Works**The specification is found at Appendix A. The contractor will be responsible for carrying out all the instructions detailed within the specification. |
| 18 | **Working Hours**The contractor will negotiate with the Council and Cornwall Council regarding the hours when the work will be carried out. It is most likely that the works will have to be carried out overnight, and so tenderers should price their bids accordingly. The contractor will be responsible for seeking all permissions in relation to working on the highway. The contractor will not use noisy equipment before 0800 and after 2000. For the sake of clarity, where any dispute arises about the noisiness of equipment, the Council’s decision will be final. Working hours and other elements of this tender may be varied by the agreement of the Council in the event of an emergency. |
| 19 | **Access**It will be the responsibility of the contractor to take appropriate steps to ensure the work is carried out safely and effectively. This will include gaining the appropriate permissions from Cornwall Council Highways Department re the closure of roads etc (if required). The Council will ensure that permission of each property owner on the agreed route on which a fixing is required has been secured before the contractor begins work. |
| 20 | **Safety, Health and Welfare**The contractor should ensure that all activities are carried out in accordance with existing health and safety regulations and, in particular, but not limited to:1. The Health and Safety at Work Act 1974
2. Management of Health and Safety at Work 1999
3. Provision and Use of Work Equipment Regulations 1998

The successful contractor will be required to satisfy the Council as to its knowledge, understanding of and compliance with these regulations. Spot checks may be carried out during the works by the Council and its agents. Machinery should be operated by suitably-qualified and experienced workers who should wear required PPE at all times.The contractor shall inform the Council of any matter or cause of public concern at any location at which the work is being undertaken without delay. |
| 21 | **Accident Reporting**In the event of an accident or dangerous occurrence, the contractor will forward a report on the matter to the Council by email within 48 hours of the incident. |
| 22 | **Traffic Control**The contractor will satisfy itself as to, and comply with, all legal requirements relating to carrying out the works, and will procure all necessary permissions to ensure that traffic is controlled to allow the works to be carried out safely, lawfully and effectively. |
| 23 | **Precautions to Prevent Nuisance**The contractor shall take all reasonable precautions to prevent any nuisance of any sort, including noise, trespass, fumes, blocking of the highway etc by its staff in carrying out the works.The contractor shall take all reasonable precautions during the carrying out of any service under this contract to prevent damage to adjoining property and shall be held responsible for any damage resulting from the work and shall make good such damage at its own expense. |
| 24 | **Protection of Public & Private Services** The contractor shall protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables and the like during the carrying out of the services. The contractor shall not interfere with the operation of the existing services such as gas, water, electricity, telephones, buried cables or sewers, drains and road side ditches without permission of the Council and in the case of services of statutory authorities and private owners without their permission, and shall ascertain and mark the location of services which have the potential to be interfered with during the carrying out of the services. Any damage to mains or private services shall be notified immediately to the Council. Following instruction from the Council, the contractor shall, without delay, make good any damage due to any cause within their control, at their own expense and pay any costs and/or charges in connection therewith |
| 25 | **Tools & Plant**The contractor shall provide all tools, plant, vehicles, implements and machinery necessary for the proper execution of the works and clear away on completion. Plant and tools should always be used in the correct manner and for the correct purpose. All plant and tools shall be provided with the correct guarding and safety devices shall always be used when operating tools and/or plant. Any plant and tools shall be satisfactorily maintained and records of maintenance shall be made available for inspection. All contractor’s equipment shall be self-powered. |
| 26 | **Materials**All vehicles, materials, equipment and chemicals to be used in connection with the provision of the services shall be supplied by the contractor and included within their rates. |
| 27 | **System Test Period**The Council will reserve the right not to accept handover of the lighting system for a period of 30 consecutive fault free days and upon receipt of all certification. Liability for any incidents relating to the lighting system until the handover will rest with the contractor.  |

**Appendix A**

**SPECIFICATION FOR THE WORKS**

**Specification**

*Phase One*: *High Street, Fore Street and Market Place*

* Removal of current lighting system, including
	+ Gaining necessary permissions for working above the highway, including road closures, if required
	+ Taking down support wires and electrical cable
	+ Examining fixings and drawing to the attention of the council any issue with them
	+ Removing fixings, where it is possible to do so without compromising the building e.g. cables wrapped around chimneys
	+ Disposing of all wires, cables and fixings in a lawful manner
* Installation of a new lighting system, including
	+ Acquiring and installing new anchor points and fixings
	+ Acquiring and installing supporting catenary wires – ensuring that festoon lights are a minimum of 6 metres above the highway at all points.
	+ Acquiring and installing festoon lights, transformers, RCDs etc.
	+ Testing and certifying system to British Standards specification
* Installation of additional double RCD sockets at each of the allocated supply points to enable a separate circuit to power Christmas decorative lights.

*Phase Two*: *Tregenna Place, Tregenna Hill, Street-an-Pol, St Andrew’s Street, Gabriel Street, Chapel Street*

* Installation of a new lighting system, including
	+ Acquiring and installing new anchor points and fixings
	+ Acquiring and installing supporting catenary wires – ensuring that festoon lights are a minimum of 6 metres above the highway at all points.
	+ Acquiring and installing transformers, RCDs etc. festoon lights etc.
	+ Testing and certifying system to British Standards specification
* Installation of additional double RCD sockets at each of the allocated supply points to enable a separate circuit to power Christmas decorative lights.

Contractors are requested to make clear the following within their proposals.

* The costs for phases 1 and 2 should include all costs that a contractor believes will be incurred, including:
	+ road closures (if necessary);
	+ taking down wires;
	+ removing fixings, if practical and/or necessary for e.g. safety reasons;
	+ making good walls and structures affected by the removal;
	+ disposing of all wires, cables and fixings in a lawful manner.
* The details of the type and grade of tensile wire to be used for the catenaries;
* The details of the fixing mechanisms, including their specification;
* The details of the transformers, circuit protection and isolation points;
* Structural integrity calculations;
* The details of the bulbs to be used (type, design, light output and wattage);
* A method statement for carrying out the works;
* A plan of the proposed system, showing the properties that will be used as fixing points;
* The period of warranty for the system;
* Confirmation that all necessary permissions will be sought from Cornwall Council/Highways and any other statutory organisations.
* Any further considerations that the town council may need to be aware of, based on your previous experience in this field.

**Features of The Proposed New System**

1. Quotations should be for a centrally-strung system. Separate quotes are required for Phase 1 and Phase 2. The quote for Phase 2 should show the cost of installation in each street separately.
2. Each street quoted for should include necessary transformers. All connectivity to electrical supply to have appropriate connection and all necessary safety provisions. Details to be provided by the contractor.
3. The council expects that contractors will base quotations on the installation of a LITE string with 0.6W Ultrabrite Cool White LED units at 1.0 metre spacing, or similar.
4. The contractor will determine the preferred anchor points for supporting the lights. The council is currently writing to all property owners in the streets asking for permission to install fixings, and will liaise with the contractor on those for which permission has been forthcoming.
5. Ideally, the entire system is to be controlled by a timing mechanism that enables the council to be able to determine when the lights are illuminated and extinguished.

Potential contractors may wish to inspect the current system and discuss the project with the council, which would welcome such meetings.

Subject to understanding the warranty period for the works offered by the selected contractor, a maintenance contract in relation to the lighting system (including supporting structure) may also be awarded for a five-year period. The cost and details of the maintenance contract should be included as a separate element in the bid for this work.

**Guarantee of Works, Professional Indemnity and Insurance Cover**

Submitted quotes must be accompanied by the following assurances:

* Employers’ and Public Liability Insurance cover for the duration of the works.
* A guarantee for the works, including its nature and duration.
* The contractor’s certification/qualification to carry out the installation works, certify the safety of the system and to provide ongoing maintenance.
* Details of safe working practices policies.

The selected contractor will be required to provide Cornwall Council with a copy of the Electrical Test Certificate for each circuit from each supply point within 5 working days of the system being energised.