



THAME
Town Council

Invitation to Tender (ITT)

**To Supply a Managed Service for
Christmas Lighting December 2019 – January 2024**

This document is to be **returned** by

4pm Friday 24 May 2019

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1. Introduction

- 1.1 Thame Town Council is seeking suitably experienced companies to tender for the installation and operation of Christmas Lighting and Decoration.
- 1.2 The scheme is for a 5 year period commencing December 2019 and terminating January 2024. Costs are to be evenly spread across those 5 years excluding VAT but inclusive of professional fees. All lights will be hired and not owned by the Council.
- 1.3 The budget for the project is approximately £95,000 excluding VAT over the 5 years (£19,000 excluding VAT per annum).
- 1.4 The specification below provides the minimum requirements for the services to be provided. Tenderers should ensure that they consider this in detail before submitting a Tender.

2. Specification

- 2.1 The vision for the Christmas Lighting Scheme is that it should enhance and reflect the market town heritage and atmosphere in the conservation area.
- 2.2 The colour scheme is not fixed. All lights must be new at commencement of the contract and not reconditioned.
- 2.3 LED or low energy use products are preferred.
- 2.4 The decoration of a 29' Norway Spruce Christmas Tree, which is the centre piece of both the decorations and the 'switch-on' event must be included in the scheme. The tree is provided and installed by the Council on the Monday (e.g. 2 December 2019) before the Friday switch-on event (e.g. 6 December 2019). All lights must be removed from the tree within three days of the switch-off of the lighting scheme to enable the tree to be removed by the Council. The tree is located at the front of the Town Hall and is the focal point for the turning on of the lights. To ensure visual impact, the tree will be decorated with a minimum of 3,360 pea lights (12 x 25 m garlands).
- 2.5 The existing wall brackets were installed in 2014 and had permission from building owners for their locations until January 2019 and this may limit the size of decoration that can be fitted. The tenderer is strongly recommended to visit the town prior to submission of the tender. The Council will renew these positions for the new contract if required by the contractor. If new locations are required the tenderer will be responsible for gaining the required permission from the building owners. The existing electrical infrastructure and bracket locations are listed in appendix A. Street lighting lamp columns have been used within the area however, cross street decorations are not suitable due to the mixed aged of the buildings and width of the main High Street.
- 2.6 The tendering company will be responsible for inspecting the condition and adequacy of any of the existing infrastructure if it is to be used in the new scheme and include for any costs in replacing or repairs to such infrastructure within its tender.
- 2.7 Decorations will be installed after 11 November and must be installed no later than 5 days prior to the switch-on date and removed by 16 January.

- 2.8 All lights except as listed in 2.9 will be on timers operating daily during the lights display from 15:00hrs until 23:30hrs unless advised differently and will operate until 6th January.
- 2.9 Lighting displays on the Town Hall, Christmas Tree and Market House operate 24 hrs unless advised differently. If the proposed scheme includes the trees within the Upper High Street car park these should also operate 24 hrs unless advised differently.

3. Area

- 3.1 The main areas of the town that have been illuminated include: the main shopping areas including the Upper High Street car park, Greyhound Walk, the Cornmarket, the Buttermarket and Swan Walk. A plan identifying the areas is included as Appendix B.
- 3.2 The main buildings that must be illuminated include the Town Hall and Market House. The public have praised the previous scheme on the Town Hall and it is anticipated that this will continue as a focal point of the town's festive lighting and the Council would be happy to continue the scheme as present.
- 3.3 Retailers in North Street would like to be included in the scheme but this is dependent on cost, as would any other suggested extensions. The tender should provide costed options for including this area and any other suggested areas.
- 3.4 There is a row of trees in the Upper High Street Car Park that have to date been included in the Scheme and have had quite an impact in this area. If these are used any connecting electrical wires to lamp posts and between trees must be installed each season and removed following switch-off of the scheme. This is to allow the area to be used by the annual fairs and other town centre events. Any lighting scheme within the trees must be removed every two years and refitted to ensure tree growth and health is not inhibited. These requirements must be included within the tender should the trees be included within any scheme proposal.
- 3.5 As the town centre is a mix of commercial, accommodation providers and residential the contractor must be mindful when programming the installation and removal of the lighting display on buildings. Any works on or near accommodation providers (e.g. The Swan Hotel) must not be undertaken during the following hours: 11.00pm – 7.00am.

4. Services Required

- 4.1 Provision of the following services:
- a) Full site survey, including detailed measurements of heights.
 - b) Photographic simulations of lighting in situ.
 - c) Detailed description of lighting scheme proposal.
 - d) Comprehensive installation and removal service.
 - e) The Switch-on event in Thame occurs normally on the first Friday in December (or as advised) at 19:00hrs (or as advised) and attendance is required at the event to facilitate this. The Council organises this very popular community event with road closures in place to accommodate the crowds, stalls and attractions. The contractor must provide at least two members of staff to assist with the switch-on event (the Town Hall lights are switched-on internally from the Upper Kitchen) and all lights must be tested to ensure that they are fully operationally prior to the switch-on date with final checks being made on the day. The contractor's staff must make themselves available a minimum of 2 hours before switch-on to receive final briefing of the timings of the event and to ensure that any vehicles are safely accommodated within the road

closure. All peripheral lights to the main switch-on area must be switched-on within 1 hour of the main switch-on event.

- f) A selection of photographs and videos of past Christmas Switch-on events can be seen on the Council's website (www.thametowncouncil.gov.uk) to enable the tenderer to appreciate the scale of the event.
- g) Stress testing of wall brackets and inspection of all connection points on an annual basis.
- h) Checking all lighting equipment and undertaking any repairs to ensure full working order prior to installation.
- i) Installation and maintenance of electrical infrastructure to serve the lighting scheme including timers.
- j) 24 hour on call service throughout the display period. All reported lighting repairs / faults require a 24 hour response to undertake remedial repairs unless it is reported as an emergency call out due to the fault posing a danger to the public.
- k) A dedicated account manager.
- l) Safe storage of lights by the contractor throughout the period of the contract.
- m) Liaison with building owners in respect of cable / fixings etc.
- n) Reuse if and where possible of existing fixings.
- o) Indemnify Thame Town Council of any builders work repairs relating to the contract.

5. Presentations

- 5.1 Tenderers may be required to present and discuss their proposals to a meeting of the Council's Christmas Lights Working Party at no additional charge to the Council.

6. Payment Terms and Supply of Equipment

- 6.1 Whereas the lighting equipment needs to be available from year one, the cost of the contract should be spread equally over the five year contract period.
- 6.2 The rates quoted in the detailed pricing schedule shall remain fixed for the duration of the contract.

7. Insurance Requirements

- 7.1 Employers Liability : £10 million
Public Liability : £10 million
Product Liability : £10 million

8. Instructions

- 8.1 If you intend to tender for the managed service for Christmas Lighting please read the following instructions and Conditions of Contract thoroughly and prepare and return the ITT accordingly. Tenders submitted that do not complete the ITT accordingly may be disregarded.
- 8.2 We will not be liable for any costs incurred for the production, preparation, delivery of this ITT.
- 8.3 The Council will do everything possible to ensure tenderers have access to all information they require in order to produce their tender submission.

- 8.4 Tenderers must ensure that they clarify any points of doubt or ambiguity before submitting their tender. If clarification is required in order to complete the tender, requests should be should be done so in writing by either email to:
janine.sparrowhawk@thametowncouncil.gov.uk

or post to the following address:

Town Hall
High Street
Thame
Oxon
OX9 3DP

All enquiries should be addressed to Janine Sparrowhawk, Asset Manager. We will endeavour to respond within 3 working days from receipt of the enquiry. No enquiries will be responded to after the tender clarification closing date of 17 May 2019.

- 8.5 Any additional information requested will automatically be provided to all invited tenderers.

9. ITT Response and Deadline

- 9.1 On the whole ITTs issued by the public sector are far more detailed than ITTs by the private sector. This is because the public sector has greater legal and social responsibilities, and is accountable for spending public money.
- 9.2 This ITT is designed to be easy to read and complete. In the instance that there exists an ambiguity you should follow the above procedure to clarify information.
- 9.3 Please use the format set out in the ITT document itself. It can be filled in either electronically or by hand. If you wish to hand write the document, please make the writing legible and in blue or black ink.
- 9.4 If you wish to attach any supplementary documents please attach these to the back of the document. If you require additional writing room please use a separate piece of A4 paper and make clear reference to the question which you are answering on that piece of paper.
- 9.5 The ITT should be completed and returned in a sealed envelope, clearly marked with the following:

Tender - Christmas Lighting

Town Clerk
Thame Town Council
Town Hall
High Street
Thame
Oxon
OX9 3DP

The deadline for the return of the document is 4pm on 24 May 2019.

Any tenders received after this date and time will not be considered.

- 9.6 No extension to any dates contained in the timetable shall be granted to tenderers. The Council reserves the right to amend these dates provided that by doing so the competitive process is not prejudiced.

10. Supplementary Material

- 10.1 Any supplementary material attached to the ITT, such as brochures or system descriptions, will be accepted but please note that any statements within these items that may allow change to obligations, reduced liability or other such disclaimers will be disregarded.

11. Detailed Pricing Schedule Requirement

- 11.1 Tenderers are required to submit their costs using the template on page 26. Tenderers may add extra rows as appropriate. All costs should be a fixed price exclusive of VAT.
- 11.2 The Council will not make any payments of other costs that are not listed and/or are ancillary to the service provision.
- 11.3 Prices should reflect the five year agreement and any subsequent increases in costs over those five years that do not form part of this formal tender will not be the responsibility of the Council.

12. Evaluation

- 12.1 Tenders will be evaluated on the basis of the most advantageous to the Council, with a weighting explained in the below table.

No.	Criteria		Weighting	Contractor Scoring	
				Real Score	Weighted Score
1	Commercial 40%	<ul style="list-style-type: none"> - Location of company - Storage costs - Size of company - Technical support - Experience of working with Local Authorities - Maintenance costs 	5 10 5 5 5 10		
2	Design 40%	<ul style="list-style-type: none"> - Design of the scheme - Coverage of the scheme 	30 10		
3	Technical 20%	<ul style="list-style-type: none"> - Energy efficiency 	20		

Real Score: 1 = Poor, 2 = Fair, 3 = Good, 4 = Very Good and 5 = Excellent

Weighted Score = Real score x weighting

Value Score =
$$\frac{\text{Total weighted Score}}{\text{Contract Price}}$$

Tenders will be accessed on their value score.

13. Timetable

Stage in the Procurement	Deadline
Publish tender document	18 April 2019
Tenderers opportunity for final clarification closing date	17 May 2019
Tender submission closing date and time	4pm on 24 May 2019
Notification of award of contract	7 August 2019

14. Canvassing

- 14.1 Any interested organisation who directly or indirectly canvasses any member or official of the Council concerning the evaluation of the ITT, or who directly or indirectly obtains, or attempts to obtain, information from a member or official concerning any other ITT will be disqualified. If at any stage during the process we discover canvassing has taken place, we will be entitled to disqualify that organisation from the process.

15. Council Representatives

- 15.1 No person in the Council's employment or other agent except where notified by the Contact Officer 'to Tenderers' has any authority to make any representations or explanation to Tenderers as to the meaning of the Contract or any other Tender Document or as to anything to be done or not be done by tenderers or the successful Tenderer or as to these instruction or as to any other matters or anything so as to bind the Council.

16. Method Statement

- 16.1 In addition to any more specific obligations imposed by the terms of the tender documents herewith Tenderers must satisfy the Council of their ability to provide the services set out in these documents. Tenderers are therefore required to submit with their tender, answers to the following questions.
- 16.2 Tenderers should note that this information will be taken into account in the evaluation of tenders and that the successful Tenderer will be held to any statement made. Please number your responses so that they correspond to the numbers of the questions marked. The information given in response hereto by any successful Tenderer shall be deemed to be incorporated into the Contract between the Council and that Tenderer.

a) Contract Preparation

What actions and activities have you carried out to assess local conditions, the full character of the service, access, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract?

b) Resources

Please detail the resources you are going to employ to ensure delivery of the service within the specified programme. In particular how are your resources going to be arranged and what experience are they going to hold?

What will be your supervisory and management arrangements? Please provide a summary Curriculum Vitae of key personnel.

What training will you give to staff before commencing work?

Please provide details of any vehicles and equipment you will provide for the service.

How will you provide staff cover for absence?

From what premises do you propose to operate the Contract?

Please submit an outline programme for the carrying out of works as set out in the Specification.

c) Implementation Plan

What is your implementation plan for the Contract?

d) Quality Systems

What systems will you have to ensure that:

- any default, omission or failure in performance is made good
- a default in performance in a specific area is not required

What customer care policies and procedures will you have in place for the Contract?

What quality control procedures will you have in place?

e) Health & Safety

What systems will you have to ensure, so far as is reasonably practicable, the health, safety and welfare at work of your employees, including:

- i) the provision and maintenance of plant and systems of work that are safe and without risks to health;
- ii) arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances;

- iii) the provision of such information, instruction, training and supervision as is necessary to ensure the health and safety at work of your employees;
- iv) as regards any place of work under your control, the maintenance of it in a condition that is safe and without risks to health and the provision and maintenance of means of access to and egress from it that are safe and without such risks;
- v) the provision and maintenance of a working environment for your employees that is safe, without risks to health, and adequate as regards facilities and arrangements for their welfare at work.
- vi) that persons not in your employment who may be affected thereby are not thereby exposed to risks to their health or safety.

Please provide:

- i) details of your Health and Safety Performance over past 2 years (e.g. Number of accidents, Prosecutions and Enforcement Notices served);
- ii) details of any independent assessment of health and safety competence;
- iii) details of your nominated administrator for Health and Safety for this Contract.

17. Conditions of Contract

Definitions

Unless the context otherwise requires, the following expressions shall, throughout this document, have the meanings respectively assigned to them:-

“the Authorised Officer” shall mean the Town Clerk of the Council or the Officer nominated as the Authorised Officer in the Contract and any person who may subsequently be appointed by the Council to carry out all or any functions carried out by that officer at the date of commencement of the Contract period and any person duly appointed by the Council to be a deputy assistant representative or agent of that officer or such other person.

“the Council” shall mean Thame Town Council.

“the Contractor” shall mean the person, persons, firm or company whose Tender has been accepted by the Council.

“the Contract” shall mean these Conditions of Contract and the Specification (which term is hereinafter defined) and the Contract to be entered into pursuant to clause 2 of these Conditions.

“the counter notice” shall be a written notice served by the Contractor on the Authorised Officer setting out the reasons for not accepting a default notice.

“the default notice” shall mean a written notice served by the Authorised Officer on the Contractor setting out the deductions appropriate to a failure to perform.

“the deduction notice” shall be a written notice served by the Authorised Officer on the Contractor in response to a counter notice setting out the fair and reasonable deductions in the circumstances.

“the Specification” shall mean the specification detailing the Service

“the Service” shall mean the carrying out of the Contract administered by the Council and in accordance with the Specification.

“the date of commencement” shall mean the commencement date notified to the Contractor in writing by the Authorised Officer. Dates given in this document for the award of the contract and start of the contract are approximate dates. The Council reserves the right to change them at any time so as to meet their deadlines.

“VAT” shall mean Value Added Tax as defined in the Value Added Tax Act 1994

References in these Conditions to a clause are to a clause of these Conditions.

18. Acceptance of Tender

18.1 The Contractor will be required to enter into a Contract with the Council, incorporating these Conditions of Contract, within fourteen (14) days of the date of acceptance and confirmation of the Contractor's Tender and, in default, the Council may appoint an alternative Contractor or may proceed however it may consider appropriate.

19. Duration of Contract

19.1 The Contract is for a period of 5 years from the date of commencement. The Council may elect to renew the Contract for a further two year period thereafter on the same terms and conditions. The Council shall give the Contractor at least 3 months notice of its intention to renew the Contract.

20. Price

20.1 The Contractor's price for carrying out the service shall include:-

- a) all vehicles, labour, machinery, material costs etc;
- b) all management supervision, administration and other costs necessary;
- c) all overheads, training, recruitment, planning, survey and all other costs that may arise in order to carry out the work totally in accordance with the Specification and these Conditions of Contract; and
- d) storage of any materials.

21. Payments Due

21.1 Tenderers must present a Schedule of all the charges to be borne by the Council in delivery of this Service. The schedule of charges listing the items and charges proposed by the Tenderer to meet the Contract requirement is set out in the Pricing Schedule enclosed with the tender document.

21.2 Provided that the Contractor shall have performed the Services in accordance with this Contract the Council shall pay all invoices for work completed within 30 days of receipt of such an invoice.

22. Method of Payment

22.1 One consolidated Invoice shall be sent to: Thame Town Council, Town Hall, High Street, Thame, Oxon, OX9 3DP, and shall show the relevant information given on the Council's official order at the end of each season e.g. January 2020 following removal of all lights.

23. Value Added Tax

23.1 The contract sum is exclusive of any VAT.

23.2 The Council shall pay the Contractor any VAT properly chargeable on the supply by the Contractor of the Service.

23.3 When calculating the amount of VAT to be paid by the Council to the Contractor the Authorised Officer shall not take into account any sum to be deducted from the sums due to the Contractor pursuant to any Statutory Notices.

24. Safety Standards

24.1 The Contractor shall comply with all Statutes, Regulations, British Standards (or European equivalent), Health and Safety Executive Approved Codes of Practice, HSE and Industry Best Practice Guidance and other procedures relevant to Health and Safety and the terms of the Contract.

25. Performances of the Service

25.1 The Contractor shall perform the Service (and any modifications thereof authorised under the Contract) in a proper and skilful and workmanlike manner and to the entire satisfaction of the Authorised Officer and in such a manner as shall promote and enhance the image and reputation of the Council.

26. Assignment, Sub-contracting and Additional Work

26.1 The Council shall be entitled to assign the whole or part of the benefit of the Contract and shall give written notice of any assignment to the Contractor.

26.2 The Contractor shall not:

- a) assign the Contract or any part thereof or the benefit or advantage of this Contract or any part thereof or
- b) sub-contract the performance of the Service or any part thereof to any person without the previous written consent of the Council which consent (if given) shall not relieve the Contractor from any obligation or liability under the Contract and the Contractor shall be responsible for the acts, omissions, defaults or neglect of any sub-contractor or its agent servants or workmen notwithstanding that the Council shall require (as a condition of giving any consent to sub-contracting) a direct warranty and undertaking from the sub-contractor concerning the performance of the Service and compliance with the Contract in all respects.

27. Supervision

27.1 The Contractor shall arrange for a competent person (hereinafter called "the Contractor's representative") to be in charge of the Contractor's employees carrying out the Service and that person will also be responsible for dealing with any omissions etc. from the

Service. The Contractor's representative will liaise with the Authorised Officer at regular intervals and at other times if the need arises and will agree completion of the Service. The Contractor's representative will be responsible for the overall performance of the Contract.

28. Staff

- 28.1 The Contractor shall at all times during the term of the Contract employ sufficient persons of sufficient abilities and skills for the proper performance, supervision and management of the Service.
- 28.2 The Contractor shall at all times comply with the Health and Safety at Work (etc) Act 1974 and any other health and safety legislation likely to affect the health and safety of employees, Council staff, members of the public or any other persons likely to be affected by the provision of the Service. If at any time the Authorised Officer considers that there is a breach of health and safety legislation he shall be entitled to instruct the Contractor to modify or cease to carry out the Service.
- 28.3 The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind relating to or arising out of the employment of any person employed by the Contractor and shall fully and properly indemnify the Council in respect of any liability thereof.

29. Removal of Staff

- 29.1 Where the Authorised Officer considers that any operative employed by the Contractor in the course of the Contract is unsuitable by reason of allegations of dishonesty or incompetence or on other justifiable grounds he may request the Contractor to remove that person from work. Should the Authorised Officer become concerned at the conduct or behaviour of an operative he will inform the Contractor of his concern in order that appropriate warnings may be issued. Should an improvement not be forthcoming or should a single incident be considered by the Authorised Officer to be so serious as to necessitate immediate removal, he may require the operative to be removed from the Contract. The Contractor will act upon the instruction of the Authorised Officer without delay and shall not be entitled to any indemnity, payment or compensation as a result.

30. Labour, Materials, Plant etc.

- 30.1 The Contractor shall provide and maintain all labour, machinery, tools and any other equipment, materials, safety and first aid equipment, and all other matters necessary to carry out the Service in accordance with the Specification, and shall include the cost for doing so in his Tender. The Contractor shall at all times permit the Council access to inspect such equipment. No equipment shall bear any advertising matter, other than the name and telephone number of the Contractor.
- 30.2 All materials shall meet with the approval of the Authorised Officer or his nominated deputy/representative.

31. Statutory Notices

- 31.1 The Contractor is responsible for the serving of all notices, the obtaining of other required consents and certificates and compliance therewith, in connection with Statutory Requirements. Originals shall be forwarded to the Authorised Officer.

31.2 The Contractor is responsible for the correct use of denoting and signing any hazard to both pedestrian and road users, whilst any works within or adjacent to the carriageway are carried out.

32. Default

32.1 So as to ascertain complete performance of the Service the Authorised Officer shall take such actions as he shall deem appropriate.

32.2 If the Authorised Officer is satisfied that the Contractor has wholly or in part failed in any way to perform the Service he may deduct as damages from any payment due to the Contractor, any loss or expense incurred by the as a result of the Contractor being in default regarding performance of the Service in accordance with the Specification and using the following procedure:

- a) The Authorised Officer shall serve written notice ("the default notice") on the Contractor setting out the deductions which shall be deemed by the Authorised Officer to be appropriate with reference to the seriousness of such failure to perform or provide any part of the Service under the Contract, calculated in accordance with the Pricing Schedule enclosed with the Contract.
- b) If the Contractor does not accept the default notice he must within 7 days of receipt of the same serve a written counter-notice on the Authorised Officer setting out reasons for not accepting the default notice. If the Contractor fails to do so, the Contractor will be deemed to have accepted the default notice and such acceptance shall be deemed to be evidence of the default of the Contractor.
- c) The Authorised Officer shall within 7 days of the receipt of the counter notice serve a further written notice ("the deduction notice") on the Contractor if he is not satisfied with the reasons stated by the Contractor in the counter-notice setting out what he regards as fair and reasonable deductions in the circumstances. If such is not agreed by the Contractor, either party may by written notice refer the matter to arbitration, in accordance with clause 21.
- d) The Contractor may be required to rectify any deficiencies in the Service.

33. Termination

33.1 This Contract may be terminated at any time by either party giving at least 21 days written notice of termination to the other.

33.2 The Council shall be entitled forthwith upon the happening of any of the following events to terminate the Contract:-

- a) Any breach by the Contractor of any provision of this Contract.
- b) The Contractor having failed to perform a substantial part of the Service for a period of 7 consecutive days (unless permission from the Authorised Officer has been given at least 14 days prior to this period)
- c) the Contractor suffering any execution to be levied on his goods or if the Contractor consists of one or more individuals, any such individual dying entering into a composition or arrangement for the benefit of his creditors or having an order in bankruptcy made against him or a receiver and/ or manager appointed

- d) being the subject of a resolution or order winding up otherwise than for the purpose of amalgamation or reconstitution
- e) being the subject of an application for an administration order.

33.3 Upon such termination in addition to such other consequences as are set out in these Conditions:-

- a) the Contractor shall unless requested otherwise by the Authorised Officer forthwith cease to perform the Service.
- b) the Contractor shall fully and promptly indemnify the Council against all loss and damage suffered by the Council by reason of such termination and without prejudice to the generality of this Condition shall fully and promptly indemnify the Council in respect of the cost of causing the Service to be performed by another Contractor to the extent that such cost exceeds sums as would have been lawfully payable to the Contractor for performing the Service.
- c) the Council shall be at liberty to have the Service performed by any persons (whether or not servants of the Council) as the Council shall in its entire discretion think fit (and shall be under no obligation to employ the least expensive method of having the Service performed) and the Council shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Council all sums due hereunder or under any other contract or to deduct therefrom any sum due from the Contractor to the Council under this or any other Contract.

34. Claims

- 34.1 The Contractor will indemnify the Council against the full cost of any damages that may be awarded to any person, firm or company, and reimburse the Council or otherwise meet the full legal costs incurred by that person, firm or company when so awarded, and any costs whatsoever incurred by the Council where this arises through the default of the Contractor in performing any part of the Contract; and to fully indemnify the Council against any costs or claims whatsoever which arise as a result of the Contractor being responsible for undertaking any part of the Service.
- 34.2 Where in the opinion of the Council it is advisable, either as a result of the type of claim or the inadequate actions taken by the Contractor, for the Council to contest or otherwise handle a matter arising from any type of claim or complaint that may lead to a claim, the Council shall give 21 days' notice in writing to the Contractor of its intentions in the matter and the Contractor shall only act further where instructed to do so by the Council. Such action by the Council shall not relieve the Contractor of his responsibilities to meet all costs that arise, except insofar as the Council is subsequently negligent in handling the matter.
- 34.3 Accordingly the Contractor shall inform the Council immediately when a claim is received.
- 34.4 All claims received by the Council arising from the Contractor's work or performance will be passed to the Contractor with the minimum of delay.

35. Valuation at the Date of Forfeiture

35.1 The Authorised Officer shall as soon as may be practicable after termination by the Council pursuant to clause 33 (Termination) certify what amount (if any) had at the time of such termination been reasonably earned or would reasonably accrue to the Contractor in respect of the service actually done by the Contractor under the Contract.

36. Payment after Forfeiture

36.1 If the Council shall terminate the Contract under provisions of clause 33 (Termination) above, the Council shall not be liable to pay to the Contractor any money under the terms of the Contract until the cost of completion and all other expenses incurred by the Council (hereinafter called the "cost of completion") have been ascertained and the amount thereof certified by the Authorised Officer. The Contractor shall then be entitled to receive only such sums (if any) as the Authorised Officer may certify would have been due to the Contractor upon completion by the Contractor after deducting the cost of completion.

37. Arbitration

37.1 In the event that the Council or the Contractor require a dispute to be referred to arbitration then either party, by giving written notice, may refer the dispute to arbitration by a person to be agreed between the parties as arbitrator or, upon failure to do so, within 14 days after the said notification, a person to be appointed as the arbitrator on the request of either the Council or the Contractor by the President of the Law Society.

37.2 The appointed arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to be paid in such proportions as he in his absolute discretion thinks fit. Any award or decision of the Arbitrator shall be final and binding on the parties hereto.

38. Safety, Health and Welfare

38.1 The Authorised Officer shall be entitled to inspect all Registers, Reports and Certificates required by statute to be kept by the Contractor in respect of safety matters applicable to the Service together with copies of all Accident Reports and Dangerous Occurrence Reports required by statute to be made by the Contractor.

38.2 The Contractor shall ensure that all safety and welfare measures required under or by virtue of the provision of any enactment or regulation in the working rules of any industry are complied with strictly.

38.3 The Contractor, at his own cost, shall provide and maintain suitable and sufficient safety equipment, and the necessary personnel trained in its use, to fulfil the various statutory requirements associated with the Service and for the safety and protection of employees, the general public and the systems and property of the Council and others. In particular;

- a) the Contractor shall provide and maintain all necessary barriers, signals, screens etc for the protection of the public. The premises or part thereof shall be closed from use whilst the works are in progress
- b) the Contractor shall provide and maintain all necessary protective and safety clothing and equipment for the work people and site staff

- c) the Contractor shall ensure that all personnel have their own Personal Protective Equipment.

38.4 The Contractor shall comply in all respects with the requirements of the Health and Safety at Work etc. Act 1974 ("HSWA") and in this respect the Contractor's attention is drawn to Section 2 of that Act which imposes a duty on every employer to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all his employees especially considering:-

- (a) the provision and maintenance of plant and systems of work;
- (b) arrangements for use, handling, storage and transport of articles and substances;
- (c) the provision of information, instruction, training and supervision;
- (d) the provision of safe access to and egress from the place of work and good conditions at the workplace itself; and
- (e) satisfactory environmental conditions and welfare facilities for workers.

38.5 Sub-section (3) of the above section also imposes a duty on every employer of more than five staff to bring to the attention of his employees all written documents, compiled by the employer and revised as often as may be necessary, stating the employers general policy with respect to the health and safety at work of his employees and the organisation and arrangements for the time being in force for carrying out that policy.

38.6 In accordance with Section 3 of the Act the work must be carried out and protected in such a manner as to safeguard all people not in his employment, and all plant and systems of working must be in accordance with recognised practice and in compliance with the above Act.

38.7 The Contractor shall comply in all respects with the requirements of applicable EU directives, general or local acts of parliament and the regulations and byelaws of any local or statutory authority.

38.8 The Contractor's plant and equipment used in the service shall be to an approved standard for the potentially hazardous environments which may be encountered.

38.9 Any vehicles used on this Contract shall conform to the Construction and Use Regulations, carry all relevant lifting equipment certification, MOT or plate as applicable and be fully taxed and insured.

39. Liability of the Contractor

39.1 The Contractor shall fully and promptly indemnify the Council against any liability to any person whatsoever arising out of or connected with the performance of the Service or any act or omission of any employee of the Contractor howsoever such liability may arise.

39.2 The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel whether or not in the ownership, occupation or possession of the Council, by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).

40. Insurance

40.1 The Contractor shall at all times maintain in force such policies with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability:

- a) to the Council and to any employee of the Council
- b) to the employees of the Contractor to any other person and prior to the Commencement Date the Contractor shall produce full copies of the policies of insurance to the Council and evidence of their currency in such amount of cover and in such terms as shall be entirely to the Council's satisfaction.

40.2 The minimum amount to be covered for public liability shall be £10,000,000.

40.3 The Contractor shall produce to the Authorised Officer evidence that all such policies are current and provide copies of the said evidence if required by the Authorised Officer.

40.4 The Authorised Officer shall be entitled to notify the Contractor in writing that in the opinion of the Authorised Officer any such policy does not provide sufficient cover to comply with these Conditions. On receipt of such notice the Contractor shall immediately effect such insurance and in default the Council may effect such insurance and the cost to the Council of such insurance shall be payable by the Contractor to the Council as liquidated damages and shall be certified by the Authorised Officer as such.

41. Cleaning Up

41.1 The Contractor shall (at no cost to the Council) clear away all surplus material, rubbish and debris from the site as they accumulate.

42. Inducements

42.1 The Contractor shall not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to the Contract or any other contract with the Council. The Contractor, his employees and agents shall not commit an offence under the Prevention of Corruption Acts 1889 to 1916 or give any fee or reward receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972.

43. Standing Orders as for Contracts

43.1 The Town Clerk shall compile and hold a register of Members interests in accordance with agreement reached with the Monitoring Officer of the Responsible Authority and/or as required by statute.

43.2 If a candidate for any appointment under the Council is to their knowledge related to any Member of or the holder of any office under the Council, they and the person to whom they are related shall disclose the relationship in writing to the Town Clerk. A candidate who fails so to do shall be disqualified for such appointment, and, if appointed, may be dismissed without notice.

43.3 The Town Clerk shall report to the Council or to the appropriate committee any such disclosure. Where a relationship to a Member is disclosed.

- 43.4 Canvassing of Members of the Council or of any committee, directly or indirectly, for any appointment under the Council shall disqualify the candidate for such appointment.
- 43.5 A Member of the Council or of any committee shall not solicit for any person any appointment under the Council or recommend any person for such appointment or for promotion; but, nevertheless, any such Member may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.

44. Human Rights

- 44.1 The Contractor shall ensure that in the performance of the Services he his servants and his agents comply with the obligations under the Human Rights Act 1998 and the European Convention on Human Rights and the Contractor will indemnify the Council in respect of any breach of the said obligation

45. Force Majeure

- 45.1 Neither the Council nor the Contractor shall be liable to the other for any failure to fulfil its obligations under the Contract if such a failure is caused by circumstances beyond its reasonable control.

46. Whole Contract

- 46.1 The Contract constitutes the whole agreement and understanding of the parties as to the performance of the Service and there are no prior or contemporaneous agreements between the parties with respect to this Contract.

47. Inconsistency

- 47.1 In the event of a conflict between any provision of these Conditions and any provision of the Specification the provisions of these Conditions shall prevail.

1. Details (To be Returned)

Company name:
Contact:
Job Title of contact:
Address:
Post Code:
Telephone number:
Email address:
Website address:
Registered address (if different from above):
Is your organisation: (Please tick) A public limited company? <input type="checkbox"/> A limited company? <input type="checkbox"/> A partnership? <input type="checkbox"/> A sole trader? <input type="checkbox"/> Other (please specify)
Company Registration Number and Date of Registration:
VAT registration number:

2. Financial Information

Please state Annual Financial Turnover for the last 2 years (NOT group turnover): Year: Turnover £	
Year: Turnover £	
Has your organisation met all the terms of its financial agreements and banking facilities, including loan agreements (if any) in the last 12 months? (If "No" please state why)	Yes / No
Has your organisation met all its financial obligations to creditors and staff during the past 12 months? (If "No" please state why)	Yes / No
If there are any, please give details of outstanding litigation or claims against your organisation, company, parent company or ultimate holding company:	
Please provide the details of your bankers:	
Bank Name:	
Branch Address:	
Account Number:	Sort Code:
Number of years account held:	
May we approach them for a reference?	Yes / No
Please confirm that copies would be available on request of your Audited Accounts and Annual Report for the last two years:	Yes / No
If goods, services and or works proposed in your tender are sub-contracted, Thame Town Council will require financial documents from each third party.	
N.B. A financial credit check may be undertaken on your organisation as part of this tender process.	

3. Business Activities and Capability

Please give a description of the main business activities that your organisation undertakes.

How many staff do you employ.

How many would work on this project?

4. Insurance

Please provide details of your current insurances.				
	Employers Liability Insurance	Public Liability Insurance	Product Liability Insurance	Professional Indemnity Insurance
Insurer				
Extent of Cover (£)				

5. Health and Safety

Please provide a copy of your organisations Health and Safety at Work Policy.

Has the organisation been subject to any prosecutions or enforcement actions in relation to health and safety by any enforcing authority within the last 5 years.	Yes / No
If "Yes", please give details:	

6. Technical Capabilities

Please indicate if your Organisation has experience in the following:		
	Yes	No
a) Design of Christmas Lighting Schemes.		
b) Installation and removal of schemes.		
c) Maintenance of the schemes while in situ.		
d) Maintenance of electrical infrastructure to serve the lighting scheme.		
e) Maintenance and legal testing of the scheme.		
Please provide documents, i.e. drawings, to show a recent project that you have undertaken of similar size to this one.		
During the last 5 years, have you or your organisation had any contracts terminated or any damages claimed against you?	Yes / No	
If "Yes", please give details:		

7. References

<p>Please give details of references for similar services to those described in the specification carried out in the last three years. Please provide 2 references; at least one reference should be from the public sector.</p> <p>Please note that we may decide to take up references as part of the initial evaluation. We reserve the right to take up references as part of the tender evaluation.</p>
If you cannot provide two references please explain why:
Reference 1
Name:
Referees Job Title:
Reference Organisation's Name:
Address:

Post Code:
Contact Telephone Number:
Contact Email Address:
Contract Name:
Contract Start/ End Date:
Total Value of Contract (£)
Reference 2
Name:
Referees Job Title:
Reference Organisation's Name:
Address:
Post Code:
Contact Telephone Number:
Contact Email Address:
Contract Name:
Contract Start/ End Date:
Total Value of Contract (£)

8. Environmental

Please provide a copy of your organisations environmental policy.

9. Equal Opportunities

Please provide a copy of your organisations equal opportunities policy.

10. Business Probity

When you have completed the questionnaire please take the time to check that you have:

- a) Answered all the appropriate questions.
- b) Enclosed all documents requested.
- c) Read, signed and dated the section below.

11. Declaration

I/ We declare that to the best of my knowledge the answers given in this ITT (and any supporting information provided) are correct. I acknowledge that the information provided here will be used as part of the evaluation process to assess my organisation's suitability for this project.

I/ We further understand that the offer of any gift or consideration whatsoever as inducement or reward to any servant of the Council will empower the Council to cancel any contract currently in force and will result in rejection of our tender. I/ We also note that it is a criminal offence to take part in such acts, punishable by imprisonment.

I/ We warrant that, unless stated below, there are no conflicts of interest between a director, partner, associate or senior member of this organisation and a councillor or Council employee.

Please give a declaration of any conflicts of interest here: (*See para. 43*)

Name:	
Job Title:	
Date:	
Signature:	

Detailed Pricing Schedule

Item	Total contract cost for 5 years £	Annual contract cost £
Testing and repairs of lights.		
Inspection, testing and repairs of street lighting units.		
Inspection, testing and repairs of lighting brackets.		
Inspection, testing and repairs to all electrical connections.		
Design of scheme and provision of lights and storage.		
Installation of scheme.		
Removal of scheme.		
Switch-on Event attendance.		
Maintenance of lighting infrastructure during operational period.		
Contingency.		
Other costs (please detail).		
Total Sum (exclusive of VAT)		

Name of Tenderer: