

# **INVITATION TO TENDER**

## **Spennymoor Town Council Christmas Lights Hire 2022-2025**

## 1. INTRODUCTION

Spennymoor Town Council are looking to appoint a contractor to supply and install Christmas lights across prime footfall areas in the town centre and the wider parish on a three year hire basis.

The tender will need to indicate a price for each street.

The budget for this work is within the region of £22k /30k per year for each of the three years.

## 2. INSTRUCTIONS TO TENDERERS

### 2.1 Acknowledgement

All Tenderers are requested to acknowledge receipt of this ITT immediately via [info@spennymoor-tc.gov.uk](mailto:info@spennymoor-tc.gov.uk)

The acknowledgement should state the following;

- The Tenderers willingness or otherwise to submit a Tender.
- The name of the Tenderers contact to whom all communications regarding this ITT should be addressed.

### 2.2 Discrepancies, Omissions and Enquiries concerning the Tender Documents

Should the Tenderer find discrepancies in, or omissions from, the Tender Documents, details should be posted to The Facilities Manager, Spennymoor Town Council, Town Hall, Spennymoor, DL16 6DG

### 2.2 Circular Advices

Any instruction by the Town Council prior to the Tender due date will be issued as a Circular Advice to all Tenderers via email.

### 2.3 Clarification and Queries

There will not be any negotiation on any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered.

Tenderers shall communicate all Tender related queries no later than **12.00pm on Friday 12 November 2021** The Contact Officer will respond to all such queries by the issue of a Circular Advice to all Tenderers via [email](#).

## 2.4 Study of Tender Document

The Tenderer is required to examine the Tender Document and to obtain all information as it may require them to submit a Tender. The Tenderer shall be deemed to have satisfied themselves as to the correctness and sufficiency of their Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents.

## 2.5 Tender Submission

Tenders must be submitted for the whole of the Services. Tenders for part only of the Services will be rejected.

- The Tenderer must provide all documents as listed in this ITT.
- All documents must be written in English.

**The Tender shall constitute an irrevocable offer to the Town Council.**

Tenders must be submitted as follows:

- one copy electronically via email to [info@spennymoor-tc.gov.uk](mailto:info@spennymoor-tc.gov.uk)

**and**

- Two hard copies by post or by hand as described below.

Note that all copies of the tender (both electronic and hard copies) must be received by the deadline stated below.

Hard copy Tenders must be sealed in a plain envelope with 'Christmas Lights, Tender Documents'.

Address:

For the attention of: Town Clerk, Spennymoor Town Council, Town Hall, Spennymoor, Co Durham, DL16 6DG

Not later than 12:00 hours on Thursday 25 November **2021**.

Tenders received after 12:00 hours on Thursday 25 November **2021** will **NOT** be considered.

## 2.6 Tender Errors and Omissions

If the Town Council discovers errors or omissions in the Tender, the Tenderer may be required to justify the price/item(s) concerned. Any price adjustments to the Tender made by agreement between the Town Council and the Tenderer shall be confirmed in writing by the Tenderer to the Town Council before final acceptance by the Town Council.

## 2.7 Procurement timetable

The Town Council intends to award the Contract in March 2022 and reserves the right to award the Contract at such date or at a later date, or not at all.

The Town proposes the following timetable for this Tender:

Activity	Date
Dispatch of ITT	2021 November
Site Survey	2021 November
Return of ITT	2021 November
Evaluation of ITT	2021 December
Interview / Presentation	2022 January
Notification of successful Tenderer	2022 March
Service commencement	2022 November.

The Town Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

Tenderers are advised to ensure that they are available for interview/presentation on the in accordance with the above timetable.

## 2.8 Evaluation of Tenders

The Town Council is seeking to appoint a suitably experienced and competent organisation for the provision of Christmas lights.

A three stage process will be used as described below:-

### Stage 1 Selection Criteria:

All Tenderers will initially be evaluated on their responses to the questions contained within **Schedule A** – Selection Criteria Questionnaire. This is divided into 5 sections, as listed below:-

- 1 Organisation Information
- 2 References from a similar type contract supplied within the last three years
- 3 Insurance [see specific details]
- 4 Health & Safety Policy and Procedures [see specific details]
5. Professional Conduct

The Town Council are seeking to identify appropriate organisations with sufficient capacity and capability to deliver the Contract. This is a **pass/fail** stage and a fail in any section will result in the failure of the whole tender.

### Stage 2 Award Criteria

The evaluation criteria for the project are as follows:

- **Price – 20% Overall (Schedule B)**
- **Quality – 70% Overall (Schedule C)**
- **Interview / Presentation – 10%**

Details of the scoring methodology are provided below.

The Town Council intends to award any Contract based using the evaluation criteria described above. The Town Council will not be bound to accept the lowest priced, or any Tender submitted.

Failure to provide a response to any of the information requested by this Invitation to Tender may result in the Town Council not proceeding further with the Tenderer.

Only tenders which pass Stage 1 - Selection Criteria will be considered applicable for Stage 2.

Evaluation will be carried out as follows:

<b>Overall Price – 20%</b>	
<b>Tender Price</b> - assessed as below most economically advantageous tender scores highest and so forth.	<b>100 Marks</b>
<b>Marking Method</b>	
The 'Price' element of the scoring is to be assessed by awarding 100 marks to the lowest Price tender for the provision of the full requirement. Then, for all subsequent tenders a mark will be deducted from 100 for each 1% by which that tender differs from the lowest priced tender. This figure will then be multiplied by 0.2, represented as a maximum of 20% of the overall mark	

<b>Quality – 70%</b>	
<b>Quality</b> - assessed from the Tenderers Responses to the Tender Selection Criteria	<b>100 Marks</b>
<b>Marking Method</b>	
<p>The Tenderers response to each criteria is scored between 0 and 5.</p> <p>The further breakdown of weighting and scoring/rating methodology for <b>Schedule C</b> are detailed within the relevant sections of this document. A total score out of a maximum of 100 marks will be established, then a % score allocated to each Tenderer for this section, which reflects the 100 marks available. Scores will then be factored by 0.7 to represent a maximum weighting of 70%.</p>	

<b>Interview / Presentation – 10%</b>	
<b>Interview</b> - . assessed from the Tenderers Responses to Interview Questions and Presentation	<b>100 Marks</b>
<b>Marking Method</b>	
<p>Successful Tenderer invited to interview will all be asked the same questions (to be established) and scored (0 – 5). A percentage mark for the interview will be established which will be factored by 0.1 and added to the overall Tender response scores.</p> <p>It is the Town's intention to take a maximum of three Tenderers through to interview. Interviews will not be conducted if the 2<sup>nd</sup> or 3<sup>rd</sup> Tenderers score from the initial assessment is more than 10 % behind the 1<sup>st</sup> placed Tenderer.</p>	

Tenderers should ensure that their Key Personnel are available for the interview / presentation. The Town Council will provide further information in relation to number of participants and the venue for the interview together with the invitation to interview.

The results of the initial evaluation of the Tender will be reviewed following interview / presentation. As a result of the responses given in the interview / presentation, the results of the evaluation may be adjusted (upwards or downwards) to reflect the evaluation score as it would have been made in the light of those responses.

## 2.9 Notification

Following evaluation of the Tenders, and any interviews, the Town Council will make a decision on which, if any, Tender shall be accepted.

## 3 TENDER CONDITIONS

### 3.1 Acceptance of Tender

The Tender shall constitute an irrevocable offer to provide the Services. The successful Tenderer shall conclude a formal Contract with the Town Council, which shall embody the Tenderer's offer.

It is clearly understood that the ITT and the submission of the Tender shall not in any way bind the Town Council to enter into a contract with the Tenderer or involve the Town Council in any financial commitment whatsoever in this respect. The Tenderer is also advised that the Town Council shall not bind itself to accept the lowest, or any, Tender, but at the Town's Council's sole discretion may accept the whole or part of any Tender.

The Town's Contract award / acceptance process is:

- The successful Tenderer shall receive a letter from the Town Council indicating their success in this Tender activity. However, this indication shall not constitute any binding commitment on the Town's Council's part unless this is confirmed in writing following the expiration of the mandatory standstill period required by the Public Contracts Regulations 2015 (as amended).

Subject to this, a formal contract in duplicate shall be subsequently sent to the successful tenderer for signature or execution as a deed (as appropriate for the Contract form)

Tenderers' attention is particularly drawn to the following:

**NO USEFUL PURPOSE IS SERVED BY ENQUIRING THE RESULT OF COMPETITIVE TENDERING – ALL TENDERERS ARE NOTIFIED AS EARLY AS POSSIBLE.**

### 3.2 Rejection of Tender

The Town Council may in its absolute discretion refrain from considering or reject any Tender if:

- a) The Tender is incomplete or vague or is submitted later than the prescribed date and time;
- or
- b) It is not in accordance with the ITT and all other provisions of the Tender Documents or is in breach of any requirement contained in the ITT;

Any Tender in respect of which the Tenderer:

- Has directly or indirectly canvassed any official of the Town Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Town Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
- Fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- Communicates to any person other than the Town Council the amount or approximate amount of the prices shown in the Pricing Schedule except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- Enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
- Offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender, any act or omission;

Shall not be considered for acceptance and shall accordingly be rejected by the Town Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Town Council or any criminal liability which such conduct by a Tenderer may attract.

### **3.3 Amendment to Tender Documents**

Should any additions or deletions to the Tender Documents or the provision of supplementary documentation be considered necessary prior to the date for submission of Tenders, these will be issued by the Town Council to Tenderers and will be deemed to then form part of the Tender Documents; the Town Council reserves the right to extend any date for submission of the Tenders accordingly.

### **3.4 Tenderers Responsibilities**

Prior to submission Each Tendered must make arrangements to undertake a site survey in the presence of an officer from Spennymoor Town Council. Each Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices and rates as stated in any Pricing Schedule contained in that Tender which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

### **3.5 Town Council Representatives**

No person in the Town's employment or other agent, except as so notified by the Contact Officer to Tenderers, has any authority to make any representation 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 to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind the Town.

### **3.6 Confidentiality**

All information supplied by the Town Council in connection with this ITT shall be treated as confidential by Tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the Tender.

### **3.7 Tender Documents**

The documents which constitute the Tender Documents and all copies thereof are and shall remain the property of the Town Council and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Town Council upon demand.

### **3.8 Tenderers Warranties**

In submitting the Tender the Tenderer warrants and represents and undertakes to the Town Council that it has not done any of the acts or matters referred to in section 3.2 of this ITT and has complied in all respects with this ITT;

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Town Council by the Tenderer or its employees, officers, agents or advisers in connection with or arising out of the Tender are true, complete and accurate in all respects;
- It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender Documents;
- It has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to the Town Council;
- It is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Town) which may adversely affect such financial standing in the future;

### **3.9 Town Council's warranties and disclaimers**

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the Town Council's criteria and the Town Council may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against the Town Council in respect of such matters and in particular (but without limitation) the Town Council shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Town Council to the Tenderer in respect of the Services by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Town Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Town Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement. Under no circumstances shall the Town Council be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a Tender.

## 4. SPECIFICATION

The specification below provides details of the minimum requirements for the services to be provided. Tenderers should ensure that they consider this in detail before submitting a Tender. Enclosed for your attention are the current arrangements. **(Appendix 1)**

The new Christmas lighting scheme should be an innovative lighting proposal with a strong emphasis given to key areas across the Parish locations and key buildings such as The Town Hall. with the 'switch on' date and time being provided to the contractor six months in advance. Where the contractor will provide an appropriate team to manage the 'switch on'.

The Town Council would welcome innovative lighting schemes and ideas that will complement the proposed Christmas Tree lights in the Town Centre (30 feet high), it is critical that the new Christmas lighting scheme helps the Town be distinctive from other authorities in a positive way.

All lighting equipment supplied should be LED illuminated, providing a guarantee/warranty cover and all products rated as a minimum of IP [ingress protected] 44. The quality of the illumination that provides the aesthetic impact must also be disclosed for example a sample may be requested by the Town Council during the tender process.

We are not proposing to be prescriptive in terms of equipment required; it is therefore up to the tender to come up with recommendations after carrying out a site visit.

- **Streets:**

Tenders should supply options for the installation of mainly lamp post motifs and lights for real Christmas trees:

Streets within scheme and number of lamp column motifs:

North Eastern Roundabout x 6

High Street x 21

Small Roundabout lamp column motifs x 4

Cheapside x 13

- **Key Entry Points - Round about**

Create a bespoke lighting solution that increases the value of the scheme and has the potential to evoke a positive community response i.e. social media posts

- **Main Christmas Tree in the Town Centre**

Customer owned tree product, installation 7 x sets of lights

- **Installation of 12 x lamp column motifs**

- **Landmarks, Facilities and Christmas Trees**

The Town Council have one large roundabout at the top of the High Street that requires a large positive 'statement' piece or pieces.

The Town Council may also require assistance with the operation of its Town Hall architectural lighting system, albeit no expectation in terms of maintenance applies, unless acquired separately to this tender. The Town Council requires its key land marks, including its own Christmas Trees to be of the highest of standard. This includes Christmas trees in the villages of Tudhoe [12 x sets of lights] and Kirk Merrington [3 x sets of lights] and Byers Green [3 x sets of lights].

- **Switch On Support Required**
- Senior Account Manger present between 12.00 noon and 5.00 pm
- Minimum of 4 operational technical staff available throughout the above times.
- Direct liaison with both Durham County Council and Spennymoor Town Council to ensure a smooth switch on.

**(i) Services Required**

Provision of the following services:

- Full Site Survey
- Photographic simulations of lighting in situ
- Obtain necessary agreements with the Town Council and where relevant with Durham Country Council.
- Comprehensive installation and removal service with documented method statements and risk assessment.
- 24 hour on call service to provide routine repair and refurbishment throughout the festive period.
- Provide routine repair and refurbishment throughout the tender term.
- A dedicated account manager to oversee all aspects of the project.
- Storage of all lights and related equipment throughout the period of the contract.

**(ii) Testing and inspection of installations**

The Contractor must comply with the relevant engineering / electrical safety guidelines related to planning, installation, commissioning and maintenance of public lighting and street furniture.

The Contractor will be responsible for the relevant testing including PAT regulations testing and ensuring that all works are compliant with the relevant regulations and have the appropriate certification.

**(iii) Payment terms and supply of equipment.**

Whereas the lighting equipment needs to be available and installed by an agreed date in November 2022, the cost of the contract should be spread over the term of the contract or in phases through the term of the tender/contract.

## Quality Standards

It is expected that the supplier will have an accredited quality assurance system. Therefore evidence of this is required as part of the tender submission together with all relevant certifications.

Any additional detail or documentation which describe your approach to goods/service quality should also be included.

## Schedule 1

### 1: Organisation Information

1.1	Trading name and registered office address of organisation submitting this bid:		
1.2	Operational Address (if different from above):		
1.3	Name, position, telephone numbers and e-mail address of main contact	Name: Position: Telephone Number: Mobile Number: Fax Number: E-mail:	
1.4	Company Registration Number:		
1.5	Date of Registration:		
1.6	VAT Registration Number:		
1.7	Is your organisation:  (Please tick <b>one</b> )	i) a public limited company?	
		ii) a private limited company?	
		iii) a partnership?	
		iv) a sole trader?	
		v) other? (please specify)	
1.8	Name of (ultimate) parent company (if this applies):		

## Invitation to Tender for Christmas Lights

1.9	Company Registration Number of parent company (if this applies):	
1.10	Names of company directors and company secretary:	
1.11	Have any of the persons named in 1.10 above, been subject to bankruptcy proceedings or been involved in an organisation which has been subject to liquidation proceedings or had receivers appointed?	
1.12	How many staff does your organisation have? (If you are a sole trader, please say so)	
1.13	Please provide the address of the office from which the management of the project would be provided (if available at this stage):	Address:        Post Code:

## 2: References

2.1	Reference 1	
	Organisation:	
	Contact Name:	
	Phone Number:	
	E-Mail Address:	
	Date Contract commenced:	
	Length of contract:	
	Value:	
	Is this contract ongoing?	
	Reference 2	
2.2	Organisation:	

## Invitation to Tender for Christmas Lights

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	Contact Name:	
	Phone Number:	
	E-mail Address:	
	Date Contract commenced:	
	Length of contract:	
	Value:	
	Is this contract ongoing?	

### 3: Insurance

Please Note: All potential Suppliers must have the necessary minimum levels of insurance in place, or confirm that they will have the minimum levels of insurance in place by the time of contract commencement, and be able to evidence accordingly

<p>Please provide details of the following insurances. A minimum level of insurance of :-</p> <p><b>£10m</b> Employers &amp; Public Liability <u>for each and every claim.</u></p> <p><b>£10m</b> Professional Indemnity for each and every incident (and not in the aggregate)</p> <p>IMPORTANTLY: Please confirm now that you could obtain this level of insurance if your current provision falls short of this requirement, prior to contract commencement.</p>					
	<b>INSURANCE</b>	<b>AMOUNT</b>	<b>INSURER</b>	<b>RENEWAL DATE</b>	<b>POLICY No.</b>
	Public Liability:				
	Employers Liability:				
<b>PLEASE PROVIDE COPIES OF INSURANCE CERTIFICATES AS EVIDENCE OF THE COVER STATED ABOVE.</b>					

The successful contractor will be responsible for all product including theft [loss], damage, vandalism during storage, transportation, installation and removal. The Town Council are responsible for theft [loss]/damage of all product whilst on hire during the Christmas and New Year Period.

### 4. Health & Safety

**Please be aware that in order to gain a ‘Pass’ assessment, the Town Council’s Advisers need to be assured on all points questioned here that your approach is robust and competent. Should the evaluating team feel the need to seek clarification on any points then you may be requested to provide further information.**

#### HEALTH AND SAFETY CONDITIONS OF CONTRACT

“The Contractor shall at all times comply with:

- (i) All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Executive.

- (ii) All relevant and appropriate guidance and good working practices, as published or accepted by the Health and Safety Executive, professional/trade bodies or other similar organisations.
- (iii) His/her own Health and Safety Policy, health and safety systems, procedures and risk assessments. Notwithstanding this, Contractors shall ensure that their employees comply at all times with the Town's Health and Safety Policy in so far as it is relevant to the contract.
- (iv) Any conditions stipulated by the Town Council. Such conditions will override details contained in the Contractor's internal documentation but will ensure that health and safety standards will be maintained or improved.
- (v) Any requests for the provision of health and safety documentation.

The Contractor shall nominate a senior representative, to act as a co-ordinator between both parties for matters of health and safety arising out of the Contract.

The Contractor shall notify, in writing, the Town Council's Authorised Officers of all incidents which either could have led or did lead to injury and/or damage. Where incidents are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, a completed copy of Form F2508/F2508A/F2508G must be supplied.

The Town Council's Authorised Officers and Health and Safety Advisers shall be empowered to suspend the provision of the service in the event of non-compliance by the Contractor with issues concerning health and safety matters. The Contractor shall not resume provision of the service until the Town Council's Authorised Officers and/or Advisers are satisfied that the non-compliance has been rectified.

In respect of any such period of suspension and/or any major or consistent minor breaches of health and safety practice the default provisions as set out in these Conditions may result in the enforcement of one or more of the following actions:

- (i) Suspension and/or termination of the contract;
- (ii) Restriction from working for the Town Council, on any contract, until improvements have been made and adequate and suitable evidence of such is provided;

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1	Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment	Yes/No
2	Scheme), or EU equivalent?	
	If YES to 1.2 please supply the following details as well as a copy of any certificates.	

1 . 3	Accrediting Organisation:		
	Reference No:		
	Date accreditation expires or is to be renewed:		
	Please enclose a copy	Copy enclosed	Yes/No

Signed for and on behalf of the bidding Organisation

Signed : .....

Position / Status in the Organisation : .....

Organisation's Name: .....

Organisation's Address: .....

.....

.....

.....

.....

Date : .....

## 5. Professional Conduct

**Please Note:** This section is a 'Hard gate' section i.e. either a 'Pass' or 'Fail' assessment will be reached. All potential Suppliers must be of 'Good Standing'.

Section 7		Yes / No	
7.1	<p>Is your organisation, as the potential supplier, in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2015 (as amended) and in particular that:</p> <p>The Potential Contractor or its directors or any other person who has powers of representation, decision or control of the named organisation has not been convicted of any of the following offences:</p> <p>(a) <i>conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Town Joint Action 98/733/JHA (as amended);</i></p>		
	<p>(b) <i>corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);</i></p>		
	<p>(c) <i>the offence of bribery;</i></p>		

	<p>(d) <i>fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the offence of cheating the Revenue;</i></li> <li>(ii) <i>the offence of conspiracy to defraud;</i></li> <li>(iii) <i>fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;</i></li> <li>(iv) <i>fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;</i></li> <li>(v) <i>defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;</i></li> <li>(vi) <i>an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or</i></li> <li>(vii) <i>destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;</i></li> </ul> <p>(e) <i>money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or</i></p>		
	<p>(f) <i>any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.</i></p>		
7.2	Is your Organisation or are your proposed partners currently involved with any legal proceedings (including Arbitration) with any other organisations including local authorities? If so please provide details.		
7.3	Are there any issues, current or likely, in relation to your Organisation or proposed partners that may give rise to any conflict of interest? If so please provide details.		

7.4	<p>If the answer to any of the questions 7.2 &amp; 7.3 is “Yes” please give brief details below, including what has been done to put things right:</p>
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## Schedule 2

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### 1. Price

As set out in the tender document, award of contract will be based on an evaluation process which awards 70% of marks for quality, 10% interview / presentation and 20% for pricing.

The contractors Pricing Schedule should be completed and returned along with the other required submissions and supporting documentation showing a breakdown in costs between product, installation, storage, health check, switch on and annual costs over a 3 year period.

Tenderers should note that all Price offers shall be made on or in the format of the Pricing Schedule provided and shall include all information requested.

Tenderers must also bear in mind the following points when submitting their costings:

- a) The Price must be for the provision of all services according to the specification.
- b) All rates must be exclusive of VAT

Tenderers should cover the following prices within their submission:

The overall aggregate price for all services provided under the Contract including the design, installation, support team to include switch on and removal of all equipment - expressed as £ per calendar year.

Total Cost for all services provided under the contract for each of the three years and a total price for the three years. These prices should include ALL costs as no additional payments can be made for anything unless formally added to the contract by the Town Council.

If there is no charge for an item, please state 'none'.

Scoring: The 'Price' element of the scoring is to be assessed by awarding 100 marks to the lowest Price tender for the provision of the full requirement. Then, for all subsequent tenders a mark will be deducted from 100 for each 1% by which that tender differs from the lowest priced tender. This figure will then be multiplied by 0.2, represented as a maximum of 20% of the overall mark.

## Schedule 3

### 1. Quality

This section will represent 70% of the overall weighting – the individual weighting of each section is detailed on pages 6 and 7 and the following scoring/rating methodology will apply:

Your responses will receive a score of 0-5. The Town has agreed the relevant standards, Table below shows the criteria for each score.

**Table 1:**

<u>Assessment</u>	<u>Score</u>	<u>Interpretation</u>
Exceeds Expectation	5	Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services. Innovative responses, identifies factors that will offer potential added value, with evidence and examples to support the response.
Very Good	4	Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services. Response offers demonstrated evidence and examples in support.
Capable	3	Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services.
Potential	2	Information indicating potential to deliver outcomes. Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.
Reservations	1	Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response.

Unacceptable or no response	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response. Or, no response at all.
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Section	Factors to be taken into account	Weighting	Maximum Score
<b>Programme</b>	<ul style="list-style-type: none"> <li>• Appropriate use of personnel for provision of the Services and to deal with any issues which may arise</li> <li>• Appropriate Key Personnel identified</li> <li>• Clarity and apparent deliverability of programme</li> <li>• Programme conforms with Services as required under the Contract</li> <li>• Quality of contingency procedures to deal with any issue which might otherwise affect deliverability of the programme</li> <li>• Risk assessments and proposed method of working</li> <li>• Health &amp; Safety</li> </ul>	7	35
<b>Design</b>	<ul style="list-style-type: none"> <li>• Quality of Design in relation to surrounding public realm &amp; architecture</li> <li>• Aesthetic appeal</li> <li>• Originality of Design</li> <li>• Innovation</li> <li>• Evidence of previous work</li> </ul>	7	35
<b>Support</b>	<ul style="list-style-type: none"> <li>• Comfort in relation to quality of support and any issues which may occur post installation</li> <li>• Quality of communications arrangements and for resolution of any issues which may arise.</li> <li>• Strength of technical support procedures</li> </ul>	4	20

<b>Environmental</b>	<ul style="list-style-type: none"> <li>• Comfort in environmental methodology for project</li> <li>• Evidence of environmental considerations</li> <li>• Energy usage in Kwh of the proposed lighting design (lowest considered best)</li> </ul>	<b>2</b>	<b>10</b>
	<b>Maximum score achievable</b>		<b>100</b>

**Tenders should clearly identify which Section they are responding to by using headings in their quality submissions.**

## **Schedule 4**

### **1. Certificate of Confidentiality**

I ..... of ..... (add in name of organisation) hereby agree with Spennymoor Town Council (the Town Council) that I shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Town Council and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed.....

Date .....

in the capacity of .....

duly authorised to sign Tenders and give such certificates for and on behalf of

(in BLOCK CAPITALS) .....

Telephone No. ....

Postal Address .....

**To be signed and returned with the Tender submission. Your tender will be disqualified if you do not submit this completed Schedule.**



## Schedule 5 - Declaration

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Provision of Spennymoor Town Council Christmas Lights

To Town Council

I/We .....

Carrying on business at

.....

.....

.....

Hereby tender and undertake to provide the Services in accordance with the Tender Documents for the sums set out therein.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall not affect the Contract and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Town Council and shall not be withdrawn for a period of 6 months from this date.

I/We agree that I/we shall on request by the Town Council provide a parent company guarantee and/or performance bond in a form reasonably acceptable to the Town Council.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

I/We understand that you are not bound to accept the lowest Tender or any Tender you may receive.

I/We certify that this is a bona fide Tender.

Signed.....

Date .....

in the capacity of .....

duly authorised to sign Tenders and give such certificates for and on behalf of

(in BLOCK CAPITALS) .....

Telephone No. ....

Postal Address .....

**To be signed and returned with the Tender submission. Your tender will be disqualified if you do not submit this completed Schedule.**

## **SPENNYMOOR TOWN COUNCIL - SUBMISSION CHECKLIST**

### **DOCUMENTS FOR COMPLETION IN ORDER TO SUBMIT YOUR BID COMPLIANTLY**

Tenderers must complete all documents outlined in this section. All documents should be completed by no later than the specified closing date and time. In submitting your ITT you must provide (NOT EXHAUSTIVE):-

<b>Item required within submission</b>	<b>Check ✓</b>
Organisation Information	
References	
Insurance [refer to minimum standard]	
Health & Safety [provide evidence of accreditation]	
Professional Conduct [include references]	
Price Submission	
Quality Submission	
Certificate of Confidentiality	
Declaration	
Submission Checklist of Documents	
<b><u>Please list any additional submissions below:</u></b>	