



Amersham Town Council

Invitation to Tender (ITT)

**To Supply a Managed Service for Christmas
Lighting December 2019 – January 2023**

This document is to be **returned** by

4pm on 4 October 2019

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1. Introduction

- 1.1 Amersham 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 4-year period commencing December 2019 and terminating January 2023. Costs are to be evenly spread across those four years excluding VAT but inclusive of professional fees.
- 1.3 The budget for the project is approximately £60,000 excluding VAT over the 4 years (£15,000 excluding VAT per annum).
- 1.4 The specification below provides the minimum requirements for the services to be provided. Tenders 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 A colour scheme is not suggested but fixed.
- 2.3 LED or low energy use products are preferred.
- 2.4 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.
- 2.5 Decorations will be installed after 1 November and must be installed and switched on by 28 November and removed by 16 January.
- 2.6 All lights except as listed in 3 will be on timers operating daily during the lights display from 15:00hrs until 23:30hrs unless advised differently and will operate until 6 January.
- 2.7 All tree lights (St Michaels Square (including forecourt display), Market Square and Market Hall operate 24 hrs unless advised differently.
- 2.8 All lights to be hired by the Council unless specified.

3. Area

3.1 Amersham on the Hill

3.11 St Michaels Church

Wrap large permanent tree in cool white lights (600m of product suggested). Power to be taken from St Michael’s Church.

Decoration of supplied Christmas Tree (approx. 3m tall) with multicolour festoon lamps

Decoration of St Michaels Church Forecourt (St Michaels Square –church frontage and side wall of Robert Dyas) with multi coloured LED festoons.

3.12 Installation of a minimum of 6 cross-street icicle displays and a central ‘zig zag’ (minimum of six) feature (suggested locations noted below). All icicles to be cool white with cool white flash and to have 0.3m drop with stars on the straight crossings.

Zigzag Decorations (Sycamore Road): Santander to Sueno to WHSmith to Holland and Barret to M&S to Timpson to M&S to Carphone Warehouse.

Cross-Street Decorations (Sycamore Road and Hill Ave) as follows:

Sycamore Road:	Hill Avenue:
Tom Yum – Pink Café opposite (Sycamore) Hamptons – Pizza Express	The Record Shop – The Beech House Subway – Smokey Boys Savills (side of Hill Vision) – Pets @ No.34 Metro Lounge – Natwest

All building permissions are to be obtained by the Council in advance.

Power to be taken from nearby lamp columns.

Price to include infrastructure works as required (i.e. the purchase and installation of wall plates/eye bolts) enabling the installation the cross-street decorations.

Cool white wrap of living tree outside Natwest Bank

Supply and installation of coloured fairy lights on a minimum of six trees that line Sycamore Road (trees within the wooden planters)

Supply and installation of 16 pole mounted decorations (Sycamore Road/Woodside Road/Hill Ave). (Infrastructure already in place on lighting columns, however, these haven’t been checked since 2018)

Cool white festoons on shop fronts in Woodside Road -from DJ Warners to Ceramica Tiles.

3.2 Amersham Old Town

3.21 Market Square and Memorial Gardens

Decoration of large tree (approximately 23m high) outside Gilbeys with warm white festoons

Decoration of trees/bushes (approx. 14) in Memorial Gardens and installation of (approx.) 17 LED reindeer. (*Reindeer (approx. 1.3m tall) and white led fairy lights owned by the Council*).

3.22 Market Hall

Festoons (warm white) around Market Hall (4 sides) and installation on east side (i.e shooting star)

Decoration of small tree, with fairy lights (decorations supplied) outside Market Hall

3.23 Supply and install (wrapped around) LED fairy lights around 14 street lighting columns which have infrastructure in place (Broadway and High Street)

Supply and install approx. 1000m of LED warm white festoon lights, along Broadway (From the Bedstead Company to Market Square), Market Square, part of Whielden Street (from Market Square Zaza) and part High Street (from Market Square to Elephant and Castle). *Festoons owned by Town Council.*

3.24 As both town centres are a mix of commercial and residential properties, the contractor must be mindful when programming the installation and removal of the lighting display on buildings. Any works on or near residential properties must not be undertaken during the following hours: 10.30pm – 8.00am.

Services Required

4.1 Provision of the following services:

- a) Full site survey, including detailed measurements of heights.
- b) Detailed description of lighting scheme proposal.
- c) Comprehensive installation and removal service.
- d) Attendance and facilitation of the Switch-on events in Amersham (2).
 - (i) The switch on event in Old Amersham normally occurs on the first Friday of December (or as advised) at 18:00hrs (or as advised). Lights to be switched on include two the Christmas trees (Market Hall and Market Square) and the lights on the Market Hall.
 - (ii) The switch on event in Sycamore Road normally occurs on the first Saturday in December (or as advised) at 16:30hrs (or as advised).

The Council does not organise these popular community events, but road closures are in place to accommodate the crowds, stalls and attractions. The contractor must provide at least one member of staff to assist with the switch-on events.

- e) Stress testing of wall brackets and inspection of all connection points on an annual basis.
- f) Checking all lighting equipment and undertaking any repairs to ensure full working order prior to installation.
- g) Installation and maintenance of electrical infrastructure to serve the lighting scheme including timers.
- h) 24 hours 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.

- i) Safe storage of lights by the contractor throughout the period of the contract.
- j) Liaison with building owners in respect of cable / fixings etc.
- k) Reuse if and where possible of existing fixings.
- l) Indemnify Amersham Town Council of any builder's work repairs relating to the contract.

5 Payment Terms and Supply of Equipment

5.1 Whereas the lighting equipment needs to be available from year one, the cost of the contract should be spread equally over the four-year contract period.

5.2 The rates quoted in the detailed pricing schedule shall remain fixed for the duration of the contract.

6 Insurance Requirements

6.1 Employers Liability : £10 million
Public Liability : £10 million
Product Liability : £10 million

7 Instructions

7.1 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.

7.2 We will not be liable for any costs incurred for the production, preparation, delivery of this ITT.

7.3 The Council will do everything possible to ensure tenderers have access to all information they require in order to produce their tender submission.

7.4 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 done in writing by either email to: stevec@amersham-tc.gov.uk

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

8 ITT Response and Deadline

8.1 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.

8.2 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.

8.3 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.

8.4 The ITT should be completed and returned in a sealed envelope, clearly marked with the following:

Tender - Christmas Lighting

Town Clerk, Amersham Town Council, Flint Barn Court, Church Street, Amersham HP7 0DB

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

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

8.5 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.

9 Detailed Pricing Schedule Requirement

9.1 Tenderers are required to submit their costs using the template on page 27. All costs should be a fixed price exclusive of VAT.

9.2 The Council will not make any payments of other costs that are not listed and/or are ancillary to the service provision.

9.3 Prices should reflect the four-year agreement and any subsequent increases in costs over those four years that do not form part of this formal tender will not be the responsibility of the Council.

10 Evaluation

10.1 Tenders will be evaluated based on the most advantageous to the Council.

11 Timetable

Stage in the Procurement	Deadline
Publish tender document	20 September 2019
Tender submission closing date and time	4pm on 05 October 2019
Notification of award of contract	8 October 2019

12 Council Representatives

12.1 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.

13 Method Statement

13.1 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.

13.2 Tenderers should note that this information will be considered 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. How are your resources going to be arranged and what experience are they going to hold?

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) 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.

14 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.

“the Council” shall mean Amersham 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.

15 Acceptance of Tender

15.1 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.

16 Duration of Contract

16.1 The Contract is for a period of 4 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.

17 Price

17.1 The Contractor’s price for carrying out the service shall include: -
all vehicles, labour, machinery, material costs etc, all management supervision, administration and other costs necessary, 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 storage of any materials.

18 Payments Due

18.1 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.

18.2 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.

19 Method of Payment

19.1 One consolidated Invoice shall be sent to: Amersham Town Council, Flint Barn Court, Church Street, Amersham, Bucks, HP7 0DB, at the end of each season e.g. January 2020 following removal of all lights.

20 Value Added Tax

20.1 The contract sum is exclusive of any VAT.

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

20.3 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.

21 Safety Standards

21.1 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.

22 Performances of the Service

22.1 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.

23 Assignment, Sub-contracting and Additional Work

23.1 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.

23.2 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.

24 Supervision

24.1 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.

25 Staff

25.1 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.

25.2 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.

25.3 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.

26 Labour, Materials, Plant etc.

26.1 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.

26.2 All materials shall meet with the approval of the Authorised Officer or his nominated deputy/representative.

27 Statutory Notices

27.1 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.

27.2 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.

28 Default

28.1 To ascertain complete performance of the Service the Authorised Officer shall take such actions as he shall deem appropriate.

28.2 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 to the Council as a result of the Contractor being in default regarding performance of the Service in accordance with the Specification and using the following procedure:

28.3

- (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.

29 Termination

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

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

29.3 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.

30 Claims

30.1 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.

30.2 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.

30.3 Accordingly the Contractor shall inform the Council immediately when a claim is received.

30.4 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.

31 Valuation at the Date of Forfeiture

31.1 The Authorised Officer shall as soon as may be practicable after termination by the Council pursuant to clause 29 (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.

32 Payment after Forfeiture

32.1 If the Council shall terminate the Contract under provisions of clause 29 (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.

33 Arbitration

33.1 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.

33.2 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.

34 Safety, Health and Welfare

34.1 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.

34.2 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.

34.3 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) Contractor shall ensure that all personnel have their own Personal Protective Equipment.

34.4 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.

34.5 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.

34.6 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.

34.7 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.

34.8 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.

34.9 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.

35 Liability of the Contractor

35.1 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.

35.2 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).

36 Insurance

36.1 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.

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

36.3 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.

36.4 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.

37 Cleaning Up

37.1 The Contractor shall (at no cost to the Council) clear away all surplus material, rubbish and

debris from the site as they accumulate.

38 Human Rights

38.1 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

39 Force Majeure

39.1 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.

40 Whole Contract

40.1 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.

41 Inconsistency

41.1 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:	

3. Business Activities and Capability

<p>Please give a description of the main business activities that your organisation undertakes.</p>
<p>How many staff do you employ.</p> <p>How many would work on this project?</p>

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.

<p>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.</p>	<p>Yes / No</p>
<p>If "Yes", please give details:</p> 	

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> <p>If you cannot provide two references please explain why:</p>
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. Business Probity

When you have completed the questionnaire please take the time to check that you have:
Answered all the appropriate questions. b) Enclosed all documents requested.
c) Read, signed and dated the section below.

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 4 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: