

Item 16 – Appendix 1

Todmorden Town Council

Main Tender Document

***Provision to design, supply, demount
install, store and maintain Christmas
Displays across Todmorden***

To be submitted no later than 31st August 2020

Late submissions will be disregarded

General Enquiries

Todmorden Town Council

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RESPONSIBLE PARTIES

The Employer

Todmorden Town Council

Todmorden Community college

Burnley Road

Todmorden

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Contract Administrator

Colin Hill

Town Clerk

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1. General Requirements

1.1 Overview and Objective of Project

1.1a Todmorden Town Council (TTC) – (The Employer) is seeking a suitably qualified company or companies to design, supply, install, demount, store and maintain Christmas Displays across Todmorden.

1.1b TTC requires a phased programme of works to be carried out over two years within an overall five-year contract period. At the end of five years a three-year extension will be considered for an install, demount, store and maintain basis only, ***including replacement of fittings at the Tenderers own cost if unable to repair.***

1.1c The Tender will be made up of two bids

Bid 1: Outright purchase by TTC of all displays with the tenderer then to install, store and maintain.

Bid 2: All inclusive, - Tenderer to supply displays then to install, store and maintain.

1.1d Whether outright purchase of displays by TTC or supply of displays by the Tenderer, in the event of the Tenderer being unable to fulfil its obligations under this contract all displays will be returned to TTC with a Reservation of Title clause contained within the contract itself.

1.1e The Christmas light switch on is expected to take place on Saturday 21st November with displays to be in place by Sunday 15th November 2020

1.2 Phasings

Year	Location	No of displays required
Year 1	Todmorden Town Centre	
	Todmorden Rochdale Road & Burnley Road	23
	Christmas Tree lighting (60 sets mixed)	2
	Outside St Mary's Church display - feature	1
	Market Icicles (x metres)	1
	Total displays	27
Year2	Todmorden Town Centre	

	Town Centre – location to be agreed – children displays - bespoke design following competition	8
	Walsden	
	Rochdale Road & Inchfield Road (To be interchangeable with Cornholme with different colour scheme)	9
	Cornholme	
	Burnley Road (To be interchangeable with Walsden with different colour scheme)	9
	Portsmouth	
	Location to be decided (To be interchangeable with Eastwood with different colour scheme)	5
	Eastwood	
	Location to be decided (To be interchangeable with Portsmouth with different colour scheme)	5
		36

1.3 Budget

1.3a TTC has set aside a maximum budget over the 8 year period of **£145,000**

1.3b Portsmouth and Eastwood schemes will require new lighting column supplies to be provided by Calderdale MBC as the Highways Authority .
TTC will commission these works outside of this tender .

1.3c Year 6 to 8 are to be tendered on the basis that the displays should have an asset life of at least 8 years and therefore years 6 to 8 should not include any loading for display cost - these having either been written off in the Outright Purchase Option (Bid 1) or All Inclusive Option (Bid 2)

1.3d In the event of complete failure of any display that cannot be repaired, there is an expectation that this would be replaced/alternative provided free of charge for any remaining period of the contract outstanding.

1.3e All pricing should be:

- I. exclusive of VAT and in GBP (£).
- II. Pricing to be valid for 90 days from the due date of the response.

III. Prices will be fixed and firm for the duration of the contract.

1.4 Tender Responses

- 1.4a TTC has the right to refuse any or all submissions without tenderers being able to claim any compensation.
- 1.4b All costs associated with the tender process and submission are the responsibility of the suppliers that have decided to participate.
- 1.4c The council may refuse a tender response if there has been any attempt to vary or alter the details within the document or is not able to provide all the information required by the council to make a full evaluation.
- 1.4d Any offence or inappropriate actions by the supplier, including an offence under the Prevention of Corruption Act may result in disqualification. Anything other than “appropriate” contact made to the individuals named within this document for the purposes of clarifying the requirements or raising any questions pertaining to the tender may be considered a breach in the procurement process.

2. Contract Conditions

2.1 Works and Standards

- 2.1a The work is for the design, supply, install, store and maintain Christmas Displays across Todmorden.
- 2.1b To ensure Column Frames are better suited to handle harsh weather conditions in Todmorden, aluminium frameworks to have a minimum 3mm wall thickness with an additional 25mm square box section
- 2.1c All Mini LED lighting used within the frames must be used with rubber cable as opposed to PVC.
- 2.1d All frames must include a wind support system
- 2.1e Data sheets for frames must be provided as part of the tender process.

- 2.1f longevity and reducing any potential damage to new equipment is critical.
- 2.1g All supplies of power are the responsibility of TTC and will be a standard supply as determined in accordance Calderdale MBC highways requirement for use of street lighting columns.
- 2.1h Additionally, the contractor is responsible for complying with any other British or European Standards that are relevant to this project.
- 2.1i If there is evidence that the work does not confirm to the required standard and as a result the materials or workmanship are substandard or require replacement or repair, this will be completed at the cost of the Contractor.
- 2.1j The contractor will have the skills, knowledge and experience, and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project

2.2 Purchase Order and Contract Agreement

- 2.2a The successful Tenderer will enter into an agreement by way of a Purchase order with TTC and enter into a contract in the form of Appendix 3. Neither will be final until both parties have signed this contract.
- 2.2c All communications and documents received as part of the tender process are integral to the understanding and obligations of what has been agreed between the parties

2.3 Insurance

- 2.3a The **successful** Tenderer must be able to provide evidence of:
- Public Liability Insurance of no less than: **£10 Million**
 - Product Liability Insurance of no less than: **£5 Million**
 - Employers Liability Insurance of no less than: **£5 Million**
 - Professional Indemnity Insurance of no less than: **£1 Million**

2.4 Tender Documentation

2.4a The selected Tenderer will provide:-

- A Programme of Works with a commencement and completion date
- Opportunity to view all lights prior to installation
- Risk Assessments and Method Statement regarding installation and
- An Organisational Chart outlining escalation contacts that are available to remedy any issues that arise, and the order of contact

3. Scope of Works

3.1 Vision and Requirements

- 3.1a TTC has adopted an approach of replacement as required of existing displays including several displays designed by children.
- 3.1b The aim is to improve and enhance these displays in a themed and coordinated manner that has an immediate and dramatic affect.
- 3.1c Within the Town Centre Scheme is included the opportunity for year two to involve the primary schools in a competition to design displays which it is intended to focus in one area of the town- yet to be decided.
- 3.1d Because the existing children displays are dear to Todmorden residents, if an area is identified and lighting column power can be provided we may wish to also put these up as short term measure ahead of a new scheme for 2021.
- 3.1e In addition to replacing existing displays in the Town Centre we wish to also provide an Icycle display across the front entrance of the Market Hall

- 3.1f Tenderers should give these matters consideration when submitting their responses as the evaluation scoring will include a weighting relative to overall impact and vision
- 3.1g Some existing light displays at Cornholme or Walsden may require short term replacement pending full replacement year 2.
- 3.1h Tenderers will be expect to install in year 1, all existing displays not being replaced, as a part of the proposals for year 1

3.2 Objectives for each scheme

3.2a Todmorden Town Centre

The Town Centre has a linear approach from 3 sides culminating in a 3-metre-wide central focal display situated outside of St Marys Church

A matched theme is required within the Town Centre except for a Children’s display that will require bespoke designs following a competition.

3.2b Walsden and Cornholme

These are spread out over an extended “run in” and whilst each area of 9 displays will need to be the same scheme, they do not have to be the same for each area. As display frame sizes are the same this may provide some flexibility as to design and colour that each year could be alternated.

- 3.2c Eastwood and Portsmouth are new displays altogether but like above over an extended “run in” and whilst each area of 5 displays will need to be the same scheme, they do not have to be the same for each area. As display frame sizes are the same this may provide some flexibility as to design and colour that each year could be alternated.

4. Timetable for Project

Below is the table set out for the project which suppliers will need to confirm they can achieve to ensure the primary deadline is met.

Action:	Date:
Tender Release Date:	10 th August 2020
Notification your intention to provide a response and any questions about the tender:	17 th August 2020
Tender Submissions Due:	31st August 2020
Decision on Preferred Supplier on or before	17 th September 2020
Display for viewing at Suppliers.	9 th November 2020
Installation by	16th November 2020

5. Scoring Criteria

5.1 Scoring Table – Please provide a response for each criterion as part of the tender submission.

Criteria	Information	Percentage
5.1.1 Project Design (Max 500 words):	Provide a written report on the proposed equipment and design. Specifically scoring will be based on (10% for each point to total 50%):	
	➤ Meeting the specifications for the site(s) outlined in Section 2.	10%
	➤ Choice of design	15%
	➤ Total Cost for site – scoring based on a proportionate difference between quotations	25%
5.1.2 Materials and Maintenance (Max 250 words):	Provide a written report on the materials used, and information on the quality and expected longevity. Specifically scoring will be based on:	
	➤ Warranties and what these include or exclude (Appendix 2)	5%
	➤ Details of the materials used for the frames and displays, including protection from vandalism and general wear and tear	10%
	➤ Proposals for dealing with lighting failures when displays have been installed	5%

<p>5.1.3 Presentation and Information (A2 Size or similar):</p>	<p>Suppliers are to provide for the Todmorden Town Centre Scheme</p> <ul style="list-style-type: none"> ➤ 1 x 3D visual ➤ 1 x CAD or scaled Google Map of the design ➤ 1* 2d visual for each of the schemes ➤ An itemised quotation for each scheme 	<p>10%</p>
<p>5.1.4 Added Value Response</p>	<p>Suppliers are asked to give consideration to what additional value could be provided taking into account the brief for these schemes - for example</p> <ul style="list-style-type: none"> ➤ Call outs ➤ Additional displays ➤ Sponsorship of Switch on event 	<p>10%</p>
<p>5.1.5 Project Management and Supply Chain Approach (Max 500 words):</p>	<p>Provide a written report on how you will manage this project internally and with any supply chains to reduce risks while maintaining best quality. Specifically scoring will be based on:</p> <ul style="list-style-type: none"> ➤ Company experience of similar projects and how you monitor and improve on the quality control of installations ➤ How you manage supply chains such as manufacturers, installers, and any third-party contractors in terms of project management ➤ Roles and Responsibilities and the company structure relevant to delivering the project, and experience and qualifications of those involved ➤ Expected lead times to start and complete Todmorden Town Centre displays ready for installation 	<p>10%</p>

5.2 Scoring Matrix

9-10	Superior	Exceptional demonstration of the relevant ability, understanding, experience, skills, resources & quality measures required to meet the projects aims or requirement. Response highly relevant with comparable contract value.
7-8	Good	A comprehensive response submitted in terms of detail and relevance and clearly meets most of the project aims or requirement with no negative indications or inconsistencies.
5-6	Adequate	Reasonable achievement of the requirements specified in the tender offer & presentation for that criterion. Some errors, risks, weaknesses, or omissions, which can be corrected/overcome with minimum effort.
3-4	Below Expectations	Minimal achievement of the requirements specified in the tender offer & presentation for that criterion. Several errors, risks, weaknesses, or omissions, which are possible, but difficult to correct/overcome and make acceptable.
0-2	Poor to deficient	Limited or no response provided, or a response that is inadequate, substantially irrelevant, inaccurate, or misleading.

6. Procurement Process

The Procurement Process will be conducted and in compliance with The Public Procurement Regulations 2015 and any updated guidance since. The objective is to be fair, transparent, and proportionate based on the type of project, and to select the Most Economically Advantageous Tender.

6.1 Type of Procedure

The tender process will be an *Open Procedure, Single Stage Tender*.

6.2 Site Meeting with Interested Parties

- 6.2a There is no immediate need to meet physically with interested Tenderers given that the number of displays and sizes required are specified, in Appendix 4.
- 6.2b Locations for Eastwood and Portsmouth Schemes have not yet been decided but as they are Year 2, exact locations will be agreed. Power infrastructure will put in place before Christmas 2021.
- 6.2c If Covid 19 restrictions are lifted to the extent that an accompanied tour may be feasible then this will be considered.
- 6.2d Pre-tender discussions if required remotely, will be conducted via Zoom and instigated by TTC at an agreed time and date and subject to two meetings in total.

6.3 Questions and Clarification

- 6.3a Please note that any responses to queries or clarification requests will, subject to there being a confidentiality issue that cannot be resolved, be circulated to all bidders.
- 6.3b Questions should be emailed to the contracts administrator ahead of an intended remote meeting(s).

Suppliers are forbidden to approach any person/s outside of the contact administrator in relation to this tender and project, failing to do so may result in disqualification of the tender process.

6.4 Notice of Intent to Bid

Tenderers should notify the contract administrator a confirmation of your intent to provide a submission by the due date, and all questions

relating to the tender will need to be made no later than the date provided in Section 4. Only one submission for each Bid will be accepted, If notification of your intent to provide a submission is not sent, circulation of any questions or updates to the Tender Process may not be sent to your organisation, potentially missing relevant information that may lead to the submission of an incomplete response.

6.5 Short Listing of preferred submissions

The Employer has the right to short list the submissions for further review and analysis. This may include (but not limited to) conducting:

- Supplier Presentations via Zoom
- Credit and Reference Checks
- Public Consultations or Engagement

Short Listing may only be used if there is a high quantity of tender submissions, or the scoring used in the initial stage is deemed close enough for two or more suppliers to warrant further discussions.

6.6 Consultation or Public Engagement

- 6.6a The Employer reserves the right to conduct a public consultation. The purpose of any consultation will primarily to update the community on the preferred design or shortlisted designs, allowing an opportunity to collect feedback which may contribute to any revisions.
- 6.6b Guidance on how the consultation will be conducted and what information should be collected will be discussed between The Employer and the successful tenderer.

6.7 Revisions and Negotiation

- 6.7b If required, the council will engage with the preferred contractor to amend the design or negotiate any changes or costs associated with the submission, however, will not be deemed “substantial” changes to the original brief. These revisions will be discussed and agreed to before any agreement or purchase order is made final.

6.8 Decision and Award of Contract

6.8a The Employer will be responsible for making the final decision based on the scoring criteria set out in the tender document. All parties who have submitted a formal tender response will be notified of the outcome at which time a *Standstill Period* of 5 working days will begin. An agreement (Appendix 3) will be provided setting out any specific terms and conditions to be signed by both The Employer and The Tenderer.

6.9 Supplier Responses

6.9a The submissions received by each of the Tenderers will not be disclosed to other parties and should not be requested by other parties. Only the justification and scoring of the submissions will be provided on request. The preferred contractor will be advised either via email or on Contracts Finder when the Award Notice is issued.

7. Supplier Submission Checklist and Instructions

7.1 The Supplier Checklist

Response
1. Completed Copy of Appendix 1a and 1b in excel format
2. Completed Copy of Appendix 2 in word format
3. 1 x CAD as a PDF to be provided in A2 size or as close to this as possible, 5.1.3
4. 1 x 3D Design visual to be provided in A2 size or as close to this as possible, 5.1.3
5. Itemised Quotation per display (with a picture reference if possible) and a section showing the total per scheme Todmorden Town Centre, Walsden and Cornholme, Eastwood and Portsmouth – in excel format
6. Response to 5.1.1, 5.1.2, 5.1.4, 5.1.5 in word format
7. Email or electronic transfers should be sent to the named email addresses in section 8 in addition to a hard copy to the Employer by the due date and time

7.2 Design and Tender Instructions

3D Design Regulations (Points deducted for failing to follow these):

- No children or adults shown in the visuals
- No background or photo shopping images
- Displays must be to scale of actual size
- Include reference items with a number and product name
- Videos of existing schemes in operation already that are similar in design may be submitted

Do NOT include the following information for the initial tender response:

- Copies of Insurance Certificates
- Installation documents and drawings
- Trade Association or other member certificates
- Warranty Certificates or Health and Safety Policies
- Information not requested in the initial tender requirements

These will be requested on award of contract

8. Delivery of Copies – Hard and Digital

Hard copies to be delivered to:

Todmorden Town Council
Todmorden Community College
Todmorden ,Lancs , OL14 7BX
Attention: Colin Hill

Electronic copies to

townclerk@todmorden-tc.gov.uk

with copy to

mcarrigan@todmorden-tc.gov.uk

Please note - Tenders are NOT to be hand delivered by representatives of the supplier bidding, and are to be sent in a plain envelope and/or tube marked only with:

‘Tender – Todmorden Town Council Christmas Lights Project ’

and sent to arrive no later than: **16:00 hours, 31st August 2020.**

PLEASE NOTE - OFFICE HOURS ARE: MON TO THUR 10:00am to 4.00pm

Appendix 1a - Outright Purchase, install,demount store and maintain

Phase description	Implement	No of displays	Outright purchase inc fittings	Install,demount, store and maintain								Total 8 yr Period cost
				2020	2021	2022	2023	2024	2025	2026	2027	
Todmorden Rochdale Road & Burnley Road	2020	23	£	£	£	£	£	£	£	£	£	£
Christmas Tree lighting(60 sets mixed)	2020	2	£	£	£	£	£	£	£	£	£	£
St Mary's church display	2020	1	£	£	£	£	£	£	£	£	£	£
Market Icicles	2020	1	£	£	£	£	£	£	£	£	£	£
Total for above four schemes		27	£	£	£	£	£	£	£	£	£	£
Childrens display - bespoke	2021	8	£	N/a	£	£	£	£	£	£	£	£
Total Todmorden Central Scheme		35	£	£	£	£	£	£	£	£	£	£
Waldsden Rochdale Road & Inchfield Road	2021	9	£	£	£	£	£	£	£	£	£	£
Cornholme Burnley Road	2021	9	£	£	£	£	£	£	£	£	£	£
Portsmouth - location tbc	2021	5	£	N/a	£	£	£	£	£	£	£	£
Eastwood - location tbc	2021	5	£	N/a	£	£	£	£	£	£	£	£
Totals		63	£	£	£	£	£	£	£	£	£	£

APPENDIX 1a: FORM OF TENDER - Todmorden Town Council Christmas Lights Project:

Bid 1 – Outright purchase supply and 8 year demount, store, maintain and install

We have noted the schedule of existing displays and the proposed works and hereby enclose a tender to execute and complete the works described in the specification. This incorporates all preliminaries, materials and workmanship requirements including health and safety.

Such works to be subject to the conditions of the contract, requirements set out in the main tender document and to the entire satisfaction of The Employer and to be completed for the under mentioned sums.

Outright purchase in 2020	£.....
Demount ,store,maintain,install	£.....
Total	£.....

£..... (in words).

We understand that you are not bound to accept the lowest quotation that you may receive and that tenders received after the time given for receipt will be disregarded.

We agree that this tender will remain open for consideration for 90 calendar days after the dated fixed for receipt of this tender.

We understand that all costs associated with this tender are for the account of the tenderer only

Company.....

Address.....

.....

.....

Signature.....Date.....

Title.....

Appendix 1b - All inclusive supply , install,demount store and maintain											
Phase description	Implement	No of displays	Supply ,Install,demount, store and maintain								Total 8 yr Period cost
			2020	2021	2022	2023	2024	2025	2026	2027	
Todmorden Rochdale Road & Burnley Road	2020	23	£	£	£	£	£	£	£	£	£
Christmas Tree lighting(60 sets mixed)	2020	2	£	£	£	£	£	£	£	£	£
St Mary's church display	2020	1	£	£	£	£	£	£	£	£	£
Market Icyles	2020	1	£	£	£	£	£	£	£	£	£
Total for above four schemes		27	£	£	£	£	£	£	£	£	£
Childrens display - bespoke	2021	8	N/a	£	£	£	£	£	£	£	£
Total Todmorden Central Scheme		35	£	£	£	£	£	£	£	£	£
Waldsden Rochdale Road & Inchfield Road	2021	9	£	£	£	£	£	£	£	£	£
Cornholme Burnley Road	2021	9	£	£	£	£	£	£	£	£	£
Portsmouth - location tbc	2021	5	N/a	£	£	£	£	£	£	£	£
Eastwood - location tbc	2021	5	N/a	£	£	£	£	£	£	£	£
Totals		63	£	£	£	£	£	£	£	£	£

APPENDIX 1b: FORM OF TENDER - Todmorden Town Council Christmas Lights Project:

Bid 1 – All Inclusive 8 year supply ,demount, store, maintain and install

We have noted the schedule of existing displays and the proposed works and hereby enclose a tender to execute and complete the works described in the specification. This incorporates all preliminaries, materials and workmanship requirements including health and safety.

Such works to be subject to the conditions of the contract, requirements set out in the main tender document and to the entire satisfaction of The Employer and to be completed for the under mentioned sums.

Supply Demount ,store,maintain,install £.....

£..... (in words).

We understand that you are not bound to accept the lowest quotation that you may receive and that tenders received after the time given for receipt will be disregarded.

We agree that this tender will remain open for consideration for 90 calendar days after the dated fixed for receipt of this tender.

We understand that all costs associated with this tender are for the account of the tenderer only

Company.....

Address.....

.....

.....

Signature.....Date.....

Title.....

APPENDIX 2 – WARRANTY AND REFERENCE INFORMATION

Warranty Information: Please complete any warranty details in the table below:

Material	Warranty Period (Years)	Conditions / Exclusions
Frame – Aluminium		
LED lights		
Cabling		
Other		

References: Please provide three (3) references for similar requirements that have been completed within the last 3 Years with at least one that is within a reasonable proximity to Todmorden , in the following format:

Reference 1.

Name of Client	
Contact Name	
Contact Telephone	
Contact Email	
Location of Installation	
Value of Project (£)	
Description of Project	
Date of Installation	

Reference 2

Name of Client	
Contact Name	
Contact Telephone	
Contact Email	
Location of Installation	
Value of Project (£)	
Description of Project	
Date of Installation	

Reference 3

Name of Client	
Contact Name	
Contact Telephone	
Contact Email	
Location of Installation	
Value of Project (£)	
Description of Project	
Date of Installation	

Note: References MUST be for projects that were installed and invoiced under the company submitting this tender response (same business number). Related experience or previous company names will not be accepted.

Appendix 3

Contract

Agreement to design, supply, demount, install, store and maintain Christmas Displays across Todmorden

This Agreement is between:

The Employer

Organisation Name: Todmorden Town Council
Address: Todmorden Community College
Burnley Road
Todmorden
Lancashire
OL14

And:

The Principal Contractor

Business Name:

Address:

Business Number:

Contract Administrator

Organisation: Todmorden Town Council

Name: Colin Hill
Town Clerk

1. DEFINITIONS & INTERPRETATIONS

In this Contract, save where the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:

CDM	means	the Construction (Design and Management) Regulations 2015 where relevant
Commencement Date	means	the date from which the Contractor will be required to commence to provide the services, as notified by the Contract Administrator or such other date as may be agreed.
Conditions	means	these conditions, any supplementary conditions and any modification thereof.
Contract	means	any formal Contract document entered between the Contractor and the Employer and includes the documents incorporated therein and forming part thereof
Contractor	means	the person, persons or company whose tender is accepted by the Council and includes the Contractor's personal representative and successors.
Contract Administrator	Means	Any person authorised by The Employer responsible for all aspects of the contract and ensuring the obligations are met. If more than one individual is named, then each person has equal authority and either person can decide without requiring authority from the others named.
Displays	means	Those Christmas display including frames and lighting as indicated within the tender documents.
Employer	means	the named Authority which is the organisation purchasing the goods or services outlined in the Contract and referred to as The Employer, Authority or the Organisations formal name.
Bids	means	the sites to be provided with Christmas diisplays where the Works will take place
Materials	means	any goods supplied by The Contractor in relation to the project.
Works	means	the services to be undertaken by the Contractor as described in the Tender documents or any supporting documentation.
Reservation of Title	means	Alien over Christmas Displays held to the order of Todmorden Town Council where rights are reserved to collect displays in the event of entering into insolvency, liquidation or administration or failure of the contractor to install such displays.
Tender Documents	means	the tender and accompanying documents relating thereto.

2. THE WORKS

2.1 Overview of Requirements

The Employer is to design, supply, install, demount, store and maintain all Christmas displays in accordance with the details provided by The Contractor and accepted by The Employer. All works and obligations are the responsibility of the Principal Contractor, including all details covered within this agreement in addition to the documentation outlined in 2.3.

2.2 BS EN Regulations and CDM Regulations

Each Party undertakes to the other that in relation to the Works and site, he will duly comply with applicable CDM Regulations.

The finished products and work must comply must comply with the relevant British Standards or its European equivalent.

2.3 Documentation

The Employer has had the following documents provided by The Contractor, and are deemed to form and construed as part of this Agreement:

- a. The tender submission
- b. The quotation outlining costs associated with the project
- c. Any designs and drawings
- d. Any health and safety plans
- e. Signed "Form of Tender" – Appendix 1
- f. Completed "Warranty and Reference Information" - Appendix 2
- g. Contract – Appendix 3
- h. Details of existing displays - Appendices 4a-c
- i. Details of existing locations – Appendices 4d-f
- j. Any emails or communications from the Contractor during or following the tender process including revisions to the original submission

3 GENERAL QUALITY AND METHOD OF WORKS

3.1 Levels of skills required

Operatives must be appropriately skilled and experienced for the type and quality of work.

The contractor shall inspect all components / materials carefully before using and reject any which are defective.

3.2 Supervision

In addition to the constant management and supervision of the work provided by the contractor person in charge, all significant types of work must be under the close control of

a competent supervisor to ensure maintenance of satisfactory quality and progress of the works alongside the Contracts Administrator or authorised person, who will meet/remote meet with the contractor at pre-arranged dates throughout the period.

3.3 Repairs and Re-instatement

The contractor shall make good any damage because of carrying out works described herein. The method and material used to repair any damage shall be agreed to in writing as part of the documents provided that form the necessary requirements within this agreement.

3.4 Good Practice

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:

- (i) Of a standard appropriate to the Works and suitable for the purposes stated herein or
- (ii) reasonably to be inferred from the project documents, and in accordance with good practice.

3.5 Electricity supplies

All power supplies and junctions necessary for the use of displays will be provided by the Employer.

All displays will be electrically certified each year before installation at the cost of the contractor and such certification provided by the end of September of each year

3.6 Stability

The contractor shall accept responsibility for the stability and structural integrity of the Frames during the Contract.

3.7 Adjacent Areas and permissions

The Employer expects the Installation and demounting of displays to be carried out in a safe manner and requires the appropriate safety wear to be worn and high access equipment to be used as identified in the contractor's risk assessments and for any permissions required of the Highways Authority to be obtained prior to commencement of the installation process

3.8 Nuisance

The contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes, likely to cause nuisance to the general public.

3.9 Site security and safety

The contractor shall comply in all respects with the requirements and intent of the Health & Safety at Work Act, 1974, and the Construction (Health, Safety & welfare) Regulations 1996 and associated and current legislation and good practice as well as local rules as they affect the Works.

The contractor shall make available a copy of their Health & Safety policy.

3.10 Welfare Facilities

The contractor will need to provide their own water and/or toilets during the period of construction at their own cost if required during installation/demount.

3.11 Use of the Site

The contractor shall not use the locations for the use of displays for any purpose other than the carrying out of the Works.

3.12 Lighting & Power

The contractor shall make his own arrangements for light and power as may be required if working overnight to install or demount displays

3.13 Health & Safety

The CA (Contract Administrator) or Employer reserves the absolute right to suspend works at the site if any continuing breaches of Health and Safety legislation occur. Such closure will be at no cost to the Employer and no extension of time will be entertained. This will include breaches noted by the CA or advised to the CA by The Employer.

3.14 Small Plant & Tools

The contractor shall provide, as necessary, all tools and plant necessary for the proper execution of the works.

3.15 Installation/Demount Requirements

The contractor shall determine his own method of working.

During the execution of the works, any trafficking is to be kept to a minimum and every effort must be made to ensure that as little damage as possible is done to the surrounding grounds and areas.

3.16 Risk assessment and Programme of Works

The contractor is to undertake a risk assessment of the proposed works and to provide a copy of that to the Contracts Administrator for agreement purposes before any works are commenced on site.

Note: If there are any significant delays (greater than 1 week) on the original lead times to either start or complete the works, details are to be provided on the reasons for the delay and should be emailed to the Contract Administrator.

3.17 Waste

Any material deemed as hazardous or requires special waste disposal procedures must adhere to the UK regulations, allowing for the provision of evidence such as Waste Consignment Notes to the Employer.

4 CONTRACT PARTICULARS

4.1 HEALTH, SAFETY AND WELFARE

The Contractor in performing the services covered by the contract, to ensure the Health, Safety and Welfare of the contractor's staff, employees of the Council and all other persons including members of the public shall comply with: -

All duties and responsibilities placed upon him by the Health and Safety at Work Act 1974 and all subsidiary legislation especially about the use of unqualified operatives, facilities for workmen, and the protection of motorists and pedestrians. The Contractor must allow for this in his rates.

All other relevant Acts of Parliament, Statutory Instruments, regulations etc.

All revisions, modifications, and amendments to Acts of Parliament, Statutory Instruments, regulations etc.

All relevant Codes of Practice, British or EEC equivalent standards, EU Directives etc. and modifications, amendments and revisions thereto.

4.2 VARIATION OF CONTRACT

- (a) Without prejudice to any other of the conditions hereof no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is issued in writing and signed by the Contract Administrator.
- (b) Save for an omission, addition or variation issued pursuant to paragraph (a) any provision inconsistent with the Conditions contained in any other document or in any oral agreement is to be void and of no effect.

4.3 THE CONTRACT ADMINISTRATOR

The functions, rights and powers conferred by this Contract upon the Council shall be exercised by any of the Contract Administrator listed in this document. The Contractor shall in no circumstances question the existence or extent of the Authority of any person authorised by the Contract Administrator to act on his behalf.

4.4 CONTRACT PERIOD

- (a) The contractor shall be expected to undertake this contract within the timescale agreed following commitment by the contractor in writing that they can meet the deadline as specified, unless otherwise agreed in writing by the Contract Administrator.

4.5 PERFORMANCE OF SERVICES

- (a) During the Contract Period the Contractor shall perform the Services (and any modification thereof authorised under the Conditions) in a manner totally

consistent with the tender and the terms and conditions of the Contract and to the entire satisfaction of the Contract Administrator.

- (b) The Contractor shall always perform such Services in accordance with a written Programme of Work which shall be submitted to the Contract Administrator prior to commencement of any work (and any modifications thereof authorised under the Conditions).

4.6 CERTIFICATE OF PRACTICAL COMPLETION AND DEFECTS LIABILITY

- (a) The Contractor will arrange for a Post Installation inspection to be carried out.
- (b) On the production of a successfully completed Post Installation Report identifying that all works have been undertaken in accordance with all relevant standards and specification, the Contractor shall be invited to submit his invoice for payment.
- (c) Should the Contractor be required to rectify any defects then he should be aware that no payment will be made until the Contract Administrator is satisfied that all works have been completed to the contract specification.
- (d) The Contractor shall make a payment of 10% of the contract value due to this Authority as a result of his failure to undertake the works within the given time period unless previously agreed in writing with the Contract Administrator.

4.7 PAYMENT

- (a) On receipt of the Certificates of Practical Completion the Contract Administrator shall inspect the display locations and if the work has been undertaken satisfactorily and approved by the Post Installation Report, the Contractor shall be advised that he may issue an invoice for those works which shall be paid within 30 days of the date of receipt of the invoice
- (b) Invoices relating to the ongoing nature of the contract (excluding any outright purchase of displays) will be issued as follows
 - a. 50% on installation of and demounting of displays
 - b. 25% May 1st
 - c. 25% Sept 1st

4.8 APPLICABLE LAW

This contract shall be governed by and construed in accordance with the law of England

5. AGENCY

In carrying out the Services the Contractor shall be acting as Principal and not as the Agent of the Council.

Accordingly:

- (a) The Contractor shall not (and shall not procure that its employees, servants or agents do not) say or do anything that might lead any other person to believe that the Contractor is acting as the Agent of the Authority; and

- (b) Nothing in this Contract shall impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of the Contract or by negligence on the part of the Authority, the Authority's employees, servants or agents.
- (c) The Contractor has not and shall not hold himself out as having the power to make, vary, discharge or waive any Byelaw or regulation of any kind.
- (d) The Contractor shall not hold itself out as being authorised to enter into any contract on behalf of the Employer to the performance, variation, release or discharge of any obligation to a third party. The employees of the Contractor shall not hold themselves to be and shall not be held out by the Contractor as being servants or agents of the Employer.

6. LIABILITY OF CONTRACTORS

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person or property whatsoever arising out of or connected with the performance of the Services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage is caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council) and all persons concerned in respect of any personal injury caused to any employee of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).
- (d) The Contractor shall be responsible at all times during the contract period for the security of the boundaries to all residential and commercial property that abut the locations for displays and is affected by the nature of these works and in doing so shall therefore ensure that all boundaries remain intact either through the use of appropriate temporary security fencing or through the completion of each section of new boundary fencing at any given time.
- (e) The Contractor shall be solely responsible for liaising with residents and neighbouring properties over the works and working with them to minimise the risk of damage to property, vegetation and ensuring the security of the individual premises.

- (f) The Contractor shall always notify residents affected by the work of their progress and especially inform individual properties in writing, with a copy of each notification to be given to the Contract Administrator, identifying: -
- the Contractor's contact details
 - expected duration of the project
 - working hours and days
 - any relevant information pertaining to the construction
- (g) The Contractor shall be solely responsible for ensuring that any waste material is removed immediately leaving no residue that could cause a hazard or risk.

7. INSURANCE

- (a) The Contractor's attention is draw to the insurance details set out below: -

Minimum Amount of Public Liability Insurance	£10,000,000 for any one incident, (total unlimited)
Minimum Amount of Employers Liability Insurance	£5,000,000 for any one incident, (total unlimited)
Minimum Amount of Product Liability Insurance	£5,000,000 for any one incident, (total unlimited)

- (b) The Contractor shall always maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability.
- to the Council and to any employee of the Council.
 - to the employees of the Contractor.
 - to any other persons
- (c) The Contractor shall prior to the commencement of the Contract, and at such other times as the Contract Administrator may require, supply the Contract Administrator with copies of all insurance policies, cover notes, premium receipt and other documents necessary to comply with sub clause (a) of this Clause.
- (d) The Contract Administrator shall be entitled to notify the Contractor in writing that in the opinion of the Contract Administrator any such policy of insurance does not affect sufficient cover to comply with the Conditions and to require the Contractor to affect such insurance as will so comply. Upon receipt of such notice, the Contractor shall forthwith procure and effect such insurance as the Contract Administrator shall require.
- (e) The Contractor will ensure that where it receives notification of any potential insurance claim, it shall deal with the matter directly and/or refer the matter to the

contractor's insurers within a period of 28 days from the receipt of notification of the potential claim and ensure that each claim is progressed and resolved with due diligence.

8. BRIBERY AND CORRUPTION

The Council shall be entitled to terminate the Contract forthwith and to recover from the Contractor the amount of any loss resulting from such termination, if:

- (a) the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do.
or
- (b) for having done or forborne to do any action in relation to the Contract or any other Contract with the Council; or the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor);
or
- (c) in relation to any Contract with the Council the Contractor or person employed by him or acting on his behalf shall: -
 - (i) have committed any offence under the Prevention of Corruption Acts 1989 to 1916.
or
 - (ii) have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

9. GRATUITIES

The Contractor shall not, whether by himself or by any person employed by him to perform the Services, solicit any gratuity or tip or any other form of moneymaking or reward, collection or charge for any of the Services other than bona fide charges approved by the Council.

10. LIABILITY OF COUNCIL

To the extent permitted by the Unfair Contracts Terms Act 1977 the Council shall not be liable for any loss or damage whether caused by the negligence of the Council, its servants or agent in any way whatsoever and the Council shall in no circumstances be liable to the Contractor for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential however caused. The Council in no way warrants the truth or accuracy of any representations which may have been made to the Contractor

and the Contractor acknowledges that he did not rely upon any representation made by or on behalf of the Council when entering into this Contract.

11. UNSATISFACTORY EMPLOYEES

If, with reasonable justification, the Authority gives the Contractor notice that any person is not to become involved in or is to be removed from involvement with the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Authority the Contractor shall replace any such person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

12. TERMINATION OF CONTRACT AND RESERVATION OF TITLE TO DISPLAYS

- (a) If the Contractor shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract with the Authority, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Authority, which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration, the Authority shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.
- (b) If the Contractor: -
 - (i) Commits a breach of any of his obligations under the Contract.
 - (ii) becomes bankrupt, or makes a composition or arrangement with his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986.
 - (iii) has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed.
 - (iv) has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed.

- (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed.
- (vi) has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.
- (vii) is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order.

then in any such circumstances the Employer may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

- (d) all Christmas displays whether purchased outright or by way of the All Inclusive agreement option, will remain the property of Todmorden Town Council and held to its order and unfettered access will be allowed for Todmorden Town Council to remove such items at their own expense, with such displays clearly marked as the property of Todmorden Town Council and as specified in the schedule of displays provided as per the Tender Document and any subsequent amendment/addition thereto whereby either
 - a. clause 12(b) applies
 - b. the contractor fails to install the displays as agreed

13. ARBITRATION

- (a) All unresolved disputes between the parties arising out of or connected with this Contract or the performance of the Services by the Contractor shall be referred to an Arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President of the Institute of Arbitrators or a person appointed by him.
- (b) Any award or decision of such Arbitrator shall be final and binding on the parties hereto.

14. STAMP DUTY AND LEGAL FEES

Each party shall bear their own legal and other fees that may be due in relation to the preparation and submission of the Tender documents and any formal Contract documents arising there from.

15. DEFAULT BY CONTRACTOR

If the Contractor, for whatever reason, fails to provide or perform the Services in whole or in part completely in accordance with the terms of the Contract, then without prejudice to any other remedy contained herein the Authority may by its own or other workmen provide and perform such Services or part thereof in which the Contractor has made default. The costs

and charges incurred by the Authority in so doing shall be paid by the Contractor to the Authority on demand or may be deducted by the Authority from any monies due or which may become due to the Contractor.

16. INSPECTION OF SITE, EXTENT AND NATURE OF SERVICES

- (a) The Contractor shall be deemed to have fully acquainted himself with all conditions likely to affect the execution of the Works and have visited the site to satisfy himself with the nature and extent of services to be undertaken as detailed in the Contract Documents and as to the nature of access and all matters likely to affect the execution of the Service.
- (b) In the event of adverse weather conditions preventing the performance of the Services the Contractor with the prior consent of the Contract Administrator may modify his method of working.
- (c) In submitting his Tender, the Contractor will have been deemed to understand the nature of the Works and included within his tender sum for performing the Works in adverse weather conditions or such other conditions for periods within the Contract Period.
- (d) The Contractor shall not be entitled to make any claims in any respect regarding the contract through lack of knowledge or understanding of the specified works. Any costs or losses incurred during the preliminary investigations and Tender preparation shall be borne by the Contractor alone.

17. INSPECTION & ACCESS

The Contractor shall always during the Contract Period allow the Contract Administrator and his staff, the Authority's Internal Auditor or such person as may be nominated from time to time by the Contract Administrator access to all locations for the purpose of inspecting: -

- (a) Work being performed pursuant to the contract.
- (b) Records or documents in the possession of the Contractor in connection with the performance of such work.

18. POST INSTALLATION AND MAINTENANCE

- (a) On the satisfactory completion of all site operations the Contractor shall provide for and give to the Contract Administrator, a list of all displays led by them on behalf of Todmorden Town Council illustrated with a unique reference number and such number to be marked on the displays together with "Property of Todmorden Town Council
- (b) The Contractor shall on submission of his invoice, provide Guarantee Certificates covering the life of the guarantee periods identified in the Tender Documents.

- (c) Final payment of the Contractor's invoice shall be made on the provision of a Post Installation Inspection Certificate provided by the employer. This certificate will identify that all works have been completed to the current British and European Standards and our specification, and any remedies or actions detailed in the report, regardless of risk, have been satisfactorily addressed.

EXECUTION OF THE AGREEMENT

Signed on behalf of The Employer

Name: _____

Title: _____

Date: _____




Signed on behalf of The Principal Contractor

Name: _____

Title: _____

Date: _____

Appendix 4 a-Todmorden Festive Decoration Register (DWG: 29.Todmorden Festive Dec
Drawing 2019 layout)

Festive Deceration UID	Lighting Column ID	Street Name	Description	Installation Arrangement	Festive Decoration Weight	Wind loading	Fixing type	Image
Column Mounted								
CFD0101	4	Rochdale Road	Santa on Motorbike	Column Mounted	5kg	20%	Tespa Banded	
CFD0102	5	Rochdale Road	Santa's Head	Column Mounted	5kg	20%	Tespa Banded	
CFD0103	6	Rochdale Road	2 no. Swans	Column Mounted	5kg	20%	Tespa Banded	

CFD0104	7	Rochdale Road	Santa	Column Mounted	5kg	20%	Tespa Banded	
CFD0105	8	Rochdale Road	Penguin	Column Mounted	5kg	20%	Tespa Banded	
CFD0106	427	Burnley Road	Santa Coming and Clock	Column Mounted	7kg	20%	Tespa Banded	
CFD0107	428	Burnley Road	Christmas Pudding	Column Mounted	5kg	20%	Tespa Banded	



CFD0108	429	Burnley Road	Santa in Chimney	Column Mounted	5kg	20%	Tespa Banded	
CFD0109	430	Burnley Road	Shooting Star	Column Mounted	5kg	20%	Tespa Banded	
CFD0110	431	Burnley Road	Red, Blue, Yellow	Column Mounted	5kg	20%	Tespa Banded	
CFD0111	432	Burnley Road	Holly Leaf	Column Mounted	5kg	20%	Tespa Banded	

CFD0112	433	Burnley Road	Christmas Tree	Column Mounted	8kg	20%	Tespa Banded	
CFD0113	434	Burnley Road	3 Kings	Column Mounted	8kg	20%	Tespa Banded	
CFD0114	435	Burnley Road	Stocking	Column Mounted	5kg	20%	Tespa Banded	
CFD0115	436	Burnley Road	Santa	Column Mounted	9kg	20%	Tespa Banded	

CFD0116	4	Halifax Road	Baubles	Column Mounted	8kg	20%	Tespa Banded	
CFD0117	5	Halifax Road	Mistletoe	Column Mounted	8kg	20%	Tespa Banded	
CFD0118	6	Halifax Road	Candle & Snowflake	Column Mounted	8kg	20%	Tespa Banded	
CFD0119	7	Halifax Road	Bird	Column Mounted	8kg	20%	Tespa Banded	

CFD0120	8	Halifax Road	Bells	Column Mounted	8kg	20%	Tespa Banded	
CFD0121	10	Halifax Road	Snowman	Column Mounted	5kg	20%	Tespa Banded	
CFD0122	11	Halifax Road	Candle Lantern	Column Mounted	3kg	20%	Tespa Banded	
CFD0123	12	Halifax Road	Santa In Car	Column Mounted	5kg	20%	Tespa Banded	




Christmas Trees





CFD0124		Rochdale Road	Christmas Tree Lights				Wrapped around tree	
CFD0125		Burnley Road	Christmas Tree Lights				Wrapped around tree	



Catenary Lighting - outside St Mary's Church

CFD0126	Support Column 11	Rochdale Road		Catenary			Tespa Banded	
	Support Column 12	Rochdale Road		Catenary			Tespa Banded	
	Support Column 13	Rochdale Road		Catenary			Tespa Banded	




Appendix 4b Walsden Festive Decoration Register (DWG: 6.Walsden Festive Dec Drawing 2019)





Festive Decoration UID	Lighting Column ID	Street Name	Description	Installation Arrangement	Festive Deceration Weight	Wind loading	Fixing UID	Fixing type	Image
Column Mounted									
CFD0136	76	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	
CFD0137	77	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	
CFD0138	78	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	


CFD0139	79	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	
CFD0140	80	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	
CFD0141	81	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	
CFD0142	82	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	

CFD0143	83	Rochdale Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	
CFD0144	1	Inchfield Road	Warm White	Column Mounted	4kg	20%		Tespa Banded	

Appendix 4 c Cornholme Festive Decoration Register (DWG: 6.Cornholme Festive Dec Drawing 2019)

Festive Deceration UID	Lighting Column ID	Street Name	Description	Installation Arrangement	Festive Deceration Weight	Wind loading	Fixing type	Image
Column Mounted								
CFD0127	326	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	
CFD0128	327	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	
CFD0129	328	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	

CFD0130	329	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	
CFD0131	330	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	
CFD0132	331	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	
CFD0133	332	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	

CFD0134	333	Burnley Road	Warm White	Column Mounted	4kg	20%	Tespa Banded	
CFD0135	334	Burnley Road	N/A	N/A	N/A	N/A	Tespa Banded	