

## **Pickering Town Council**

### **Tender document for the supply of Christmas lighting in Pickering town centre**

#### **Invitation to Tender - Outline**

1. To supply festive lighting in Pickering (per the Council's specification), together with a managed service to include leasing, installation and connection to the electricity supply, testing, storage, and repair.
2. To maintain the Council's tree lights on Smiddy Hill (wrapped on a Sycamore tree in 2019) and advise on maintenance needed to ensure the health of the tree and safety of the lights, agree costs for carrying out any inspection that requires the removal and reinstatement of the lights and the cost of any repairs or replacements. These lights are to be annually checked and tested and connected to the electrical supply by the contractor.

Term of Contract: 1<sup>st</sup> June 2025 – 31<sup>st</sup> May 2028

#### **INTRODUCTION**

Pickering Town Council (the Council) procures and manages the Festive Lighting display in Pickering with the aim of enhancing the town at Christmas time to make it a more enjoyable environment for residents, shoppers, and tourists.

2025 sees the end of the Council's current festive lighting contract. The Town Council has had a good working relationship with its existing supplier who have provided an excellent service, but this tender gives other suppliers the opportunity to submit costs and details of service provision for the next three years. This service provision will include the installation of a mix of hired and council owned Christmas lights in time for the annual Switch On event that takes place in late November and will ensure the safety of the lights and the continuation of a lighting display throughout the Christmas period that is highly regarded by residents and visitors.

The Council is seeking suitably experienced companies to tender for the supply, installation, maintenance, dismantling, storage, testing, and operation of Christmas Lighting.

This tender is based on the continuation of an existing lighting scheme, although the Council could make minor changes to this by agreement with the contractor during the three year term. However, the Council does not intend to expand the lighting display or make any significant changes to it unless this becomes necessary for safety or other practical reasons.

The Contractor must satisfy themselves that they have the required information to submit a tender. Site visits can be arranged with the Town Clerk and the Clerk can answer any questions or supply further information if necessary.

#### **REQUIREMENTS**

##### **Design, Supply, Installation/Removal, Testing and Storage of Lights**

1. Details of the Council's current scheme are included in this document as Appendix 1, giving details of those lights which the Council owns and those which it leases. The Council would like to replicate the current scheme, although minor amendments to

hired lights could be considered, provided that such amendments compliment the lights owned by the Council.

2. To install the existing owned lighting and the leased lighting, including dressing of a Christmas tree (tree provided and installed by the Council) at least three clear days prior to the switch on event, giving the Council prior notice of when installation is taking place and when installation is complete. The Council will confirm in writing that it is satisfied with installation.
3. To annually inspect the wrapped tree lights on a Sycamore on Smiddy Hill, ensuring that these lights are functioning before Switch On date, connect them to the available socket on a nearby lamppost, switch these on as agreed with the Town Clerk prior to Switch On date and ensure that the lights come on and switch off at times to meet with the Town Clerk's instructions. This inspection would not require the full removal of the lights. The Clerk to be informed of any defects or remedial work needed on these lights in accordance with section 4.
4. The wrapped tree lights on the Sycamore tree on Smiddy Hill were removed, inspected and reinstated in Spring 2023 and in accordance with previous advice it is expected that this work will need to be repeated in Spring 2026. The contractor will advise on when this work should be carried out to ensure the safety of the lights and the health of the tree, will submit a quotation for the work and when the quotation is accepted will re-wrap the tree, agreeing the cost of any repairs or replacement with the Council to ensure that this lighting display is safe and fit for purpose.
5. All lighting should remain lit during the evening of the 5<sup>th</sup> January, then switched off before 4pm on the 6<sup>th</sup> January, unless agreed otherwise. The lights to be removed as soon as possible and no later than six weeks after 6<sup>th</sup> January.
6. To store safely and fully insure the Council's owned lights, the leased lighting and all associated equipment from removal to installation the following festive season and to return this property to the Council at the end of the contract period or on termination of this contract.
7. Testing must include safety tests on anchor points and should be carried out to ISO standards.
8. All equipment must be installed and anchored so that it is safe and compliant with Health and Safety Regulations.
9. The Contractor must ensure safe working practices are adopted at all times, and that workers and the public are fully protected.
10. All faults reported to the Contractor are to be evaluated within 24 hours and remedied at the Contractors' cost within a further 24 hours. Weekends are included in this arrangement.
11. If adverse weather conditions create a dangerous situation the chosen Contractor shall attend as an emergency (including out of hours call outs) to make lighting safe, the cost of which shall be borne by the Contractor.
12. The Contractor shall provide all necessary equipment including cherry pickers and vehicles to transport equipment.

13. The Contractor shall ensure that all lighting switches on and off daily at times agreed with the Town Clerk.
14. Time clocks, where required, must be fitted and supplied by the Contractor and be included in the quotation.
15. The Contractor will hold the relevant insurance cover including professional and public liability to the value of £10m.
16. The Contractor should be familiar with and work within the scope of the Guidance on Installation and Maintenance of Season Decorations and Lighting Column attachments, otherwise known as PLG06 (as from time to time amended or any replacement regulations if so replaced).

## **THE AGREEMENT**

### **Definitions**

**Equipment** – means the Christmas/Festive Street Lighting illuminations owned by the Council and any leased by the Council pursuant to this agreement.

**Services** – means the lease, supply, installation, removal, transportation, storage and maintenance of the equipment as set out in the specification.

**Specification** – means the invitation to tender and response to tender as set out in the schedule to this agreement.

### **1. Terms & Conditions of Agreement**

1.1 The terms and conditions of this agreement apply to the exclusion of any other terms that the Contractor may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing.

### **2. The Services**

2.1 The Contractor will provide the services in accordance with the terms and conditions in this agreement.

### **3. Price and Payment.**

3.1 The price of the services shall be as stated in this agreement; unless otherwise so stated, shall be fixed, exclusive of any applicable VAT and inclusive of all other charges, expenses, fees and other costs. No increase in the price will be made without the prior written consent of the Council.

3.2 Subject to the satisfactory performance of the services, the Council will pay valid invoices raised in accordance with these terms and conditions within 30 days of receipt. For the annual installation, connection and dismantling of the lighting display the Contractor will charge a fee of 60% in advance of the work being carried out with the 40% balance being due once the lights have been dismantled and removed to the Council's satisfaction.

3.3 The Council will be entitled to deduct from any monies due or to become due to the Contractor any monies due to the Council from the Contractor.

### **4. Council Obligations**

4.1 The Council is responsible for obtaining all permissions necessary for the Contractor to undertake the services on the Councils' behalf.

4.2 The Town Clerk will be appointed as the Council's contact for the Contractor to liaise with on a day to day basis for matters relating to the performance of the services.

## **5. Contractors' Obligations**

5.1 The Contractor is responsible for all Health and Safety requirements in connection with the services and will supply a method statement and risk assessment to the Council prior to commencement of work, with evidence of appropriate insurance cover and any other Health and Safety documents that may be reasonably required.

5.2 The Contractor will provide the services with all reasonable care and in accordance with

- a) The requirements set out in the specification:
- b) The best practice prevailing in its industry:
- c) The statements and programmes submitted by the Contractor in its tender documentation:
- d) All applicable laws and regulations; and
- e) Any reasonable instructions given by the Council from time to time.

5.3 The staff employed by the Contractor shall at all times remain the employee, agents, workers or subcontractors of the Contractor. The Contractor is to be directly responsible for the management and supervision of all its staff.

## **6. Indemnity and Insurance**

6.1 The Contractor must indemnify and keep indemnified the Council from and against any and all loss, damage, expense, cost, and/or liability suffered by the Council resulting from any breach of this agreement or from any act, omission, neglect or default of the Contractor, its employees, agents or anyone acting on its behalf.

6.2 The Contractor must maintain, at its own cost with a reputable insurance company, public liability insurance and employers liability insurance policies providing cover at such level specified by the Council. The Contractor shall provide proof of such insurance to the Council annually.

## **7. Equipment**

7.1 In providing the services, the Contractor shall treat the equipment with all reasonable skill and care and hereby indemnifies the Council against any and all damage to the equipment caused by any act, omission, neglect, or default of the Contractor, its employees, agents or anyone acting on its behalf.

## **8. Term and Termination.**

8.1 The Contractor will continue to supply the services in accordance with this agreement for a term of three (3) years. This agreement will commence on 1<sup>st</sup> June 2025.

8.2 The Council may terminate this agreement forthwith by notice in writing if the Contractor is in breach of this agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given by the Council.

8.3 The Council may cancel the order immediately if the Contractor goes bankrupt, has a receiver appointed, goes into liquidation or if the Contractor is guilty of any offence under the Bribery Act 2010.

8.4 The Council may terminate the agreement by giving the Contractor one months' notice of termination.

## **9. Councils Remedies**

9.1 If the Contractor fails to provide the services by the applicable dates as set out in the specifications, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:

- a) To terminate the agreement with immediate effect by giving written notice to the Contractor.
- b) To refuse to accept any subsequent delivery of the services which the Contractor attempts to make.
- c) To recover from the Contractor any costs incurred by the Council in obtaining substitute services from a third party.
- d) Where the Council has paid in advance for the services that have not been provided by the Contractor, to have such sums refunded by the Contractor; or
- e) To claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Contractor's failure to meet such dates.

## **10. Force Majeure**

10.1 Subject to due compliance with clause 10.2 and clause 10.3, neither party shall in any circumstances be liable to the other for any delay or non performance of its' obligations under the agreement arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

10.2 In the event of either party being so delayed or prevented from performing its obligations such party shall:

- a) Give notice in writing of such delay or prevention to the other party as soon as possible stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- b) Use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this agreement; and
- c) Resume performance of its obligations as soon as reasonably practicable after the removal of the cause of the delay or prevention.

## **11. Confidentiality**

11.1 the Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Council which would be regarded as confidential by a reasonable person. This obligation of confidentiality shall cease to apply to any item of confidential information once it becomes public knowledge other than by any act or default of the Contractor.

## **12. Notices**

12.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out for such party in this agreement. Correctly delivered notices sent by first class mail shall be deemed to have been delivered 24 hours after posting.

## **13. Assignment**

13.1 The Contractor shall not sub-contract, assign or transfer any of its obligations or rights under this agreement without the prior written consent of the Council.

## **14 Third Party Rights**

14.1 No term of this agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this agreement.

## **15. Severability**

15.1 if any of the provisions of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

## **16 Variation**

16.1 This agreement may only be amended in writing signed by duly authorised representatives of the parties

## **17 Partnership or Agency**

17.1 Nothing in this agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this agreement.

## **18 Dispute Resolution**

18.1 Either party may call a meeting of the parties by service on not less than five (5) days written notice to be attended by the Town Clerk, a council member (if desired by the Council) and two nominated representatives of the Contractor.

18.2 The parties shall use their best endeavours to resolve disputes arising of this agreement. If these nominated representatives fail to resolve the dispute within a fourteen day period, then the parties shall on the written request of either party enter into an alternative dispute resolution procedure which may involve the use of a mediator agreed by both parties. The Clerk may require a dispute to be dealt with at a meeting of the Town Council and if this is the case the Council will meet as soon as practicable to deal with this. If appropriate any complaint in respect of this agreement may be dealt with under the Town Council's complaints procedure.

## **19 Governing Law and Jurisdiction**

19.1 These terms and conditions shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

## **20 Entire Agreement**

This agreement and any documents referred to it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

## **TENDER SUBMISSION**

Written tenders are to be submitted by 12 noon on 11<sup>th</sup> April using the form in Appendix 2. Any tenders received after this time will not be considered.

All information in respect of this procurement process is to be treated as confidential and information contained in this document, or other information shared by the Council in relation to this contract should not be released to third parties without the Council's prior written consent. Members of the public will be excluded from Council meetings where tender submissions are discussed, however, the Council must ensure openness and transparency, and the details of the contract awarded will be made public. The Council may also publish details of key decisions made in respect of this contract and invoices due for payment are also published by the Council at regular intervals.

The tender must include:

- a) Information concerning the Contractor to assist the Council in making an informed decision on awarding the tender, including details of experience, number of staff, and location of main business.

- b) The cost of delivering the service outlined under the terms of this agreement, itemised to show i) the cost of hiring the lights described in Appendix 1 and ii) the cost of installation, connection to the electricity supply and dismantling.
- c) The names and contact details of two referees who have received a similar service in the past two years.

### **EVALUATION CRITERIA**

Evaluation of tender submissions will be made by three appointed councillors in accordance with council Standing Orders, a recommendation then being made to the April council meeting.

Each compliant tender will be judged against the following criteria

DESCRIPTION	WEIGHTING
Experience of working with Local Authorities.	5
Evidence of the experience, capability, and qualifications of key personnel.	15
Ability to deliver the contract to the standards expected by the Council and to meet appropriate deadlines.	30
Value for money	20
Affordability	30
TOTAL	100

### **APPENDIX 1**

#### **The Council's current lighting display**

##### **Leased lighting**

Clusterline multi-coloured LED lighting strings installed to run along both sides of Birdgate, and down the Market Place on both sides installed on existing fixings at above window height (see map and photograph below). These lights are to be connected to i) a socket outside the Black Swan ii) a socket above the Pet Shop, iii) a socket in the alleyway next to the Beehive shop iv) a socket at the Post Office, v) a socket at Television House.



### Council owned lighting

1. Clusterline lights. The Town Council owns 10 strings of Clusterline LED lights which are to be installed on both sides of Bridge Street connected to i) a socket at Tony Dunning's butcher's and ii) a socket at Becksides Crafts. See map below.
2. Lamppost motifs. The Town Council also owns 9 lamppost motifs to be installed and connected to lampposts in the Market Place and on Smiddy Hill. These motifs are switched on and timers are to be set by the Contractor three clear days before the Switch On event.
3. Christmas tree. The Town Council provides and installs a Christmas tree to be situated at the top of the Market Place (see photograph below). The contractor will dress this tree with council owned lights (25 x 10mtr strings) and tree topper then connect this to a socket at the Yorkshire Building Society ensuring that the timer is set to the Council's requirements.

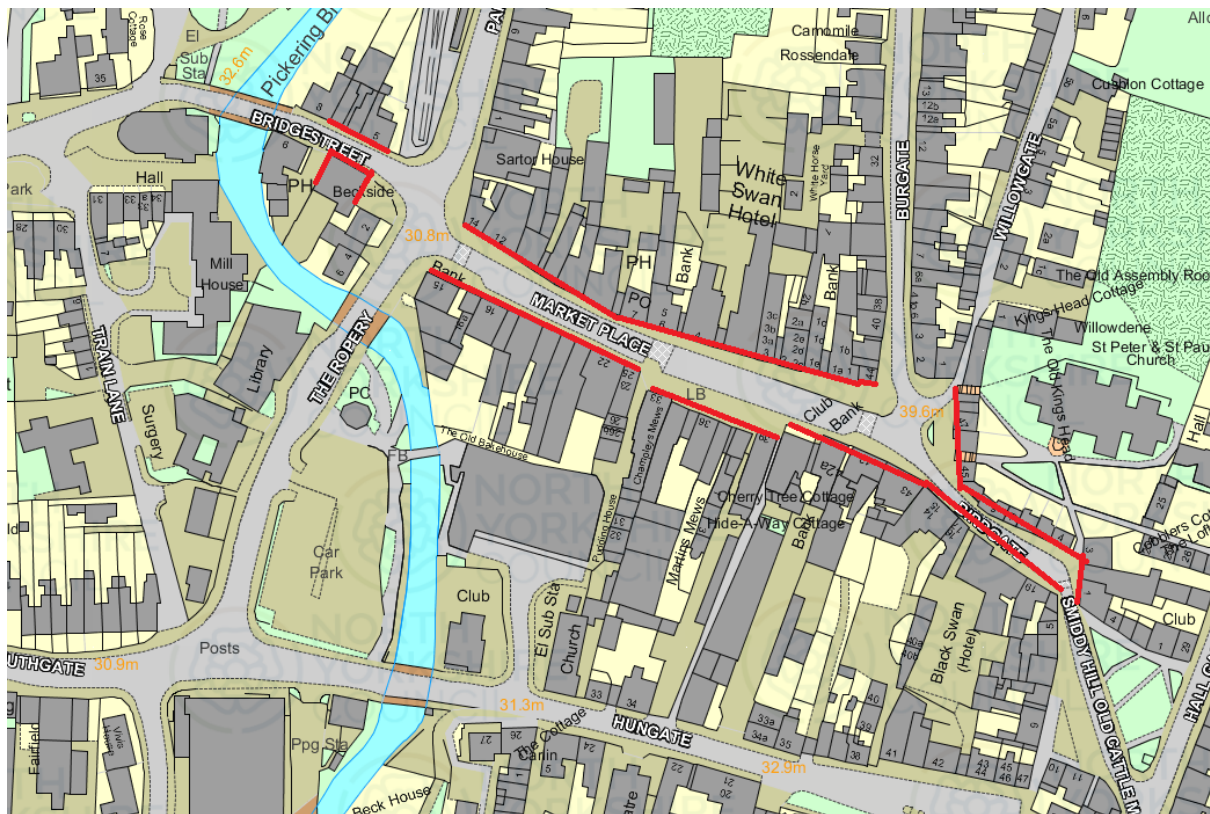


4. Smiddy Hill wrapped tree. The Town Council owns "snowfall" lights to be installed on the wrapped tree on Smiddy Hill. The Contractor will ensure that the lights on this wrapped tree are fully functioning and switched on before switch on date.





The map below outlines the positioning of the Clusterline lights, marked in red.



## **APPENDIX 2**

### **Tender Submission**

Please complete the following form and return this to Mrs A Dawson, Town Clerk, Pickering Town Council, Memorial Hall, Potter Hill, Pickering YO18 8AA or by email to [townclerk@pickering.gov.uk](mailto:townclerk@pickering.gov.uk) by 12 noon on 11<sup>th</sup> April 2025. If sent by post or hand delivered the envelope shall not have any external means of identifying the potential supplier. The onus is on the person submitting the tender to ensure that they have read and fully understood the terms of this contract and the requirements of the specification and to ensure

that the tender submission has been received by the Clerk by the appropriate deadline. The Council will not reimburse any costs incurred in producing or submitting a tender in any circumstances.

**Evaluation Criteria**

DESCRIPTION	WEIGHTING
Experience of working with Local Authorities.	5
Evidence of the experience, capability, and qualifications of key personnel.	15
Ability to deliver the contract to the standards expected by the Council and to meet appropriate deadlines.	30
Value for money	20
Affordability	30
TOTAL	100

**Submission to be completed in full**

Name and main business address of the Company submitting this tender.	
Details of any regional or branch office, if relevant.	
Details of insurance cover and any relevant industry accreditation.	

**Experience of working with Local Authorities**

Please give details of your experience in providing Christmas/Festive Lighting services for other Local Authorities.

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**Evidence of experience, capability and qualifications of key personnel**

Please give details of your experience in delivering Christmas/Festive Lighting services including experience and qualifications of staff and any other information that you deem relevant.

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Ability to deliver the contract to the standards expected by the Council and to meet appropriate deadlines

The ability to provide a Christmas Lighting display to a high standard, the ability to meet the deadline set by the Council and the ability to deal with any issues that may arise is a key element of this contract. Please include details of your available resources and equipment, how you ensure quality of service, how you cope with seasonal demand, how you deal with faults and problems after installation and any other information that you deem relevant.

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Cost

Please detail the annual cost of providing the service set out in Appendix 1 excluding VAT.

i) The annual hire of Clusterline lighting and storage of Town Council owned lights.	
ii) The installation of all lighting including checking the wrapped lights on Smiddy Hill, installation of the Clusterline display, dressing of the Christmas tree, installation of lamp post motifs, ensuring electrical safety and all associated work.	
iii) The total annual cost (i plus ii)	

By completing this submission, the Company named in the tender submission agrees to provide the services referred to in this contract per the specification above. The Company agrees not to fix or adjust any prices quoted in accordance with any agreement or arrangement with another party and agrees not to (a) communicate to any person the amount or approximate amount of the proposed tender except where the disclosure is necessary to obtain an insurance quotation in connection with this tender, (b) enter into any agreement with another person that they should refrain from tendering or adjust their tender amount or (c) offer to pay any sums of money to any person for taking action referred to in (a) or (b).

Signed on behalf of the Contractor .....

Please print name .....

Date .....

### **APPENDIX 3**

#### **The Agreement**

##### **(Only to be completed when the successful contract has been awarded)**

Pickering Town Council has invited tenders for the provision of the town's Christmas Lighting display and has accepted a tender submission from (*Contractor name*) for the service set out in the tender document.

(*Contractor name*) agrees to the terms of the contract and the contract specification in consideration of the sum of (£x) per annum to be paid by the Council in accordance with contract documents.

The contract term is 1<sup>st</sup> June 2025 to 31<sup>st</sup> May 2028.

Signed by Mrs A Dawson Town Clerk for Pickering Town Council .....

Signed by the Contractor ..... Please print name .....

Date of signature .....