

# **KENDAL TOWN COUNCIL**



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## **TENDER DOCUMENT**

### **CHRISTMAS LIGHTS IN KENDAL TOWN CENTRE**

**2021 – 2024**

**March 2021**

## **INTRODUCTION**

Kendal Town Council (KTC) undertakes the annual Christmas Lights display in Kendal with the aim of enhancing the centre of Kendal at Christmas time to make it a nicer environment for residents, shoppers and tourists. This tender is for the installation, maintenance, dismantling, storage and testing of the Christmas Lights.

In addition, the Council organizes a small annual Christmas Lights switch on. This consists of a small gathering around the Christmas tree in Market Place where the Mayor of Kendal switches on Christmas lights. Due to current COVID restrictions we are unsure whether this event will go ahead in 2021.

## **SPECIFICATION**

### **(a) CHRISTMAS LIGHTS**

All Christmas lights are owned by the Town Council and any new or replacement lights are purchased on an annual basis. Attached is a schedule showing the locations of the lights and features, which are serviced by a number of power sources. Each year we purchase a real Christmas tree of around 30 feet in height which is erected in Market Place. The tree is decorated in LED white pea lights, illuminated stars and red baubles with a LED star on top.

### **(b) INSTALLATION**

The lights are to be installed, tested and in working order on a date to be agreed by both parties but this must be no later than ONE WEEK PRIOR to the notified switch-on date each year. In 2021 this is likely to be the 20 November and dates for future years are likely to be around this time. The satisfactory working of the lights is to be witnessed by the Townscape Manager. Notice must be given of the onsite arrival date so we can ensure the Christmas tree is erected.

The work must be undertaken in a manner that causes little disruption to traffic both vehicular and pedestrian, as well as with consideration for the environment. Given the traffic congestion experienced in Kendal during the day it is anticipated that the installation of the lights and features on the main arterial routes will be undertaken during the period early evening to early morning.

The contractor must be present on the day of the switch-on to manually switch on the lights and the Christmas tree after a countdown. The Townscape Manager will be available to assist on the day. Thereafter the lights need to be set to their automatic timers which result in their coming on at 8.30am and going off at midnight.

Power is sourced external to buildings but some of the meters and fuse boxes are within shops. The Townscape Manager liaises with shop owners over access and can assist the contractor.

**(c) MAINTENANCE**

The lights will need to be maintained during the period that they are on display. We require two scheduled run throughs of the display to check everything is functioning properly and to attend to any minor faults. In addition, we require a call out within 24 hours for major faults including, but not limited to, complete failure of a motif or light string, whole Christmas tree light failure, extreme damage caused through vandalism, storms or road traffic accident. Your Pricing Schedule must make clear what is included in the maintenance element of the pricing and what is not. Additional call out charges must be stated on the schedule.

All anchor points were load tested in spring 2020 by the current contractor. It is anticipated that this will be repeated every 3 years and therefore tenderers should include a load test in spring 2023 in the Pricing Schedule. The completed certification documents are to be sent to KTC.

**(d) DISMANTLING**

The lights are to be dismantled and removed as soon after 6th January each year as possible, but no later than 12<sup>th</sup> each year. The lights will be turned off by the Townscape Manager on the 6<sup>th</sup>. Removal of the Christmas tree is arranged by KTC.

The contractor is required to install bunting and two festival banners on Finkle Street and Stramongate at the same as the lights are dismantled. The bunting and banners stay in situ until removed by the contractor when the lights are installed in November.

**(e) STORAGE**

All lights and features are to be stored for the duration of the contract by the contractor at suitable and secure premises. The contractor must arrange to collect the lights and features from the current contractor at the end of the current contract and transport them to their storage. Transfer and transport is at the contractor's expense. The bunting and banners are to be stored by the contractor over the festive period.

**(f) TESTING**

All lights and features are to be tested during down time and any minor work required such as replacing bulbs and fixing faulty connections is to be undertaken. All lights and features must be fully functioning prior to installation. The contractor will notify KTC immediately of any defective lights and features that require major repair at additional cost or that cannot be repaired so replacement can be considered in good time.

**(g) HEALTH & SAFETY**

Contractors must comply with all relevant H & S legislation. It is a requirement that contractors wear protective clothing and use safety equipment as determined in the risk assessment when undertaking this contract. Measures must be taken to minimize any risk to the public.

Any motor vehicle used must be parked so as not to contravene any parking restrictions and/or present any obstruction to other road users and the public.

All waste materials must be removed and disposed of by the contractor. Disposal in public waste bins is not allowed.

Staff are expected to have undertaken the appropriate training and each team of workers must include a qualified First Aid officer.

The contractor must adhere to the relevant codes of practice and regulations. In particular, the erection, testing and maintenance of the installation must be carried out in accordance with the latest Wiring Regulations (BS 7671) determined by the IET and undertaken by a competent person as laid out in those regulations.

The successful contractor will be expected to produce a Health & Safety Information Pack each year prior to installation. This will include a:

- Risk Assessment
- Method Statement
- Schedule of Works
- Copy of the current Insurance Certificate
- Any other relevant documents such as Environmental Policy, General Health & Safety at Work Policy, accreditation certificates and staff training certificates.

#### **(h) INSURANCE**

It is a requirement that the contractor is adequately insured, with a minimum of £10m public liability cover. **A copy of your current insurance certificate must be included in the tender response.**

#### **(i) ADVICE**

The contractor will be expected to be available to discuss issues and to give professional advice on all aspects of the contract. The Council has a Christmas Lights and Festivals Committee which meets quarterly and information may be requested in advance of the meetings.

The contractor is required to give a short written statement after the completion of the yearly display outlining any issues, need for replacement lights and suggestions for improvements for the forthcoming year.

#### **(j) ADDITIONAL WORK**

The contractor will have an exclusive right to carry out the work specified in the tender and contract documents. The Council reserves the right to procure any additional or associated

work, beyond the contract specification, from other contractors. The contractor will normally be given the opportunity to quote for any such additional work.

The contractor is required to have the ability to order new Christmas light illuminations on behalf of KTC.

The contractor is expected to show flexibility and be prepared to establish good working relationships with the Council Services Officer and Townscape Manager.

## **CONTRACT**

The contract will be with Kendal Town Council. No sub-letting of the contract to a third party is allowed without prior permission.

The initial term of the contract will be for 3 years commencing 1 July 2021. The contract may be extended by a further 2 years on the same basis with the agreement of both parties.

The price is fixed and the amount given in the Total box on the Pricing Schedule will be that paid for each of the three years of the contract. If required, we are able to pay in two instalments – after installation (including installation and maintenance elements) and after dismantling (including dismantling, storage and testing elements).

Additional work such as load testing and major repairs will be paid when the work is complete.

## **TENDER**

Your tender submission should comprise the completion of the form of tender, supported by the pricing schedule at Appendix 1, together with a copy of your current insurance certificate and a specimen Health & Safety Pack for Christmas Lights Installation containing the information outlined in section (g) Health & Safety. This could be taken from a current contract (with the name of the customer removed) and must include a relevant Risk Assessment. An accompanying letter must:

- (i) outline your understanding of the specification;
- (ii) confirm acceptance of the requirements outlined in this tender document and highlight any divergence from this;
- (iii) give examples of similar contracts undertaken; and
- (iv) provide details of at least two persons/organisations who can comment on your ability to carry out this type of work.

**Four copies** of the tender are required, which should be submitted in an envelope addressed as follows:

Private & Confidential  
Tender Documents: Christmas Lights Contract  
Not to be opened until 14 April 2021

Town Clerk  
Kendal Town Council  
Town Hall  
Kendal  
Cumbria LA9 4DL

The envelope should not bear any distinguishing marks that would identify the tenderer. Please remember to ensure the correct postage is used. Kendal Town Council cannot be held responsible for non-delivery

The sealed tender must be returned to Kendal Town Council by:

**4.00 PM TUESDAY 13<sup>TH</sup> APRIL 2021.**

Please follow these return instructions carefully as any tender which is incomplete, late or incorrectly addressed will be disqualified. Please note that e-mailed tenders are not acceptable.

All tenders will be opened at the same time by the Town Clerk, in the presence of at least one Councillor.

Tenders will be evaluated and the contract awarded on a combination of price and quality, assessed on the basis of your tender submission and the opinions of referees.

The Council shall not be obliged to accept the lowest tender or any tender, quote or estimate.

## **STATEMENT**

This tendering process operates under the Town Council's Code of Conduct, Standing Orders and Financial Regulations. Standing Order 14 i-l cover instances in which a tender is submitted by someone with a connection to a councillor or member of staff. Such a connection must be declared to the Town Clerk immediately. Canvassing members of staff, or councillors, directly or indirectly, for any appointment or contract will disqualify the candidate.

Chris Bagshaw  
Town Clerk

March 2021.

# **KENDAL TOWN COUNCIL**



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## **FORM OF TENDER**

**For**

**CHRISTMAS LIGHTS IN KENDAL TOWN CENTRE**

**2021 – 2024**

**To:**

Town Clerk  
Kendal Town Council  
Town Hall  
Kendal  
Cumbria LA9 4DL

I/we,

Dear Sirs,

Having read the specification & contract terms and having understood, by site visits or otherwise, the requirements & the contract, offer to deliver the work for the fixed price sum of

£..... (excluding VAT)

(in words) .....  
.....

As detailed in the supporting tender price schedule.

I/we understand the Kendal Town Council is not bound to accept the lowest or any tender received.

I/we undertake, in the event of your acceptance of this tender, to execute a formal contract containing the terms & conditions of the tender.

I/we certify that this is a bona fide tender, intended to be competitive and that the amount has not been fixed or adjusted by any arrangement with any other person or organisation.

I/we undertake to keep this tender open for 6 months from the tender return date.

Signature:

Position:

Being authorised to sign tenders on behalf of:

Address:

Dated:

# APPENDIX 1

## TENDER PRICE SCHEDULE

<b>ITEM</b>	<b>COST (excluding VAT) £</b>
<b>INSTALLATION</b>	
<b>MAINTENANCE*</b>	
<b>DISMANTLING</b>	
<b>STORAGE</b>	
<b>TESTING</b>	
<b>TOTAL</b>	
<b>LOAD TEST IN SPRING 2023</b>	

\* You must specify in the table below what is and is not included in the Maintenance element as per section (c) Maintenance earlier. Call out charges must be given below for elements out with the contract.

<b>MAINTENANCE ELEMENT</b>	<b>INCLUDED/NOT INCLUDED</b>	<b>CHARGE (if not included) £</b>