**MACCLESFIELD TOWN COUNCIL**

**Invitation to Tender (ITT)**

**The appointment of a supplier and contractor for the provision of town centre Christmas Lights for a period of 3 years to cover Christmas 2022, 2023 and 2024 at a cost of no more than £100,000 over the 3 year period.**

**For: The appointment of an appropriate organisation for the supply, installation, removal, storage, maintenance of Christmas Lights and maintenance of associated infrastructure**

**Date:** 15th November 2021

A crowd of people in a city

Description automatically generated with low confidence

**1 Overview of Macclesfield Town Council (the “Customer Organisation”)**

1.1 The principal function of the Town Council is to represent local interests and to promote and watch over particular interests of Macclesfield.

**2 Introduction and Background to the Project / Programme**

2.1 Macclesfield Town Council intends to implement the wish of the town community to provide uplifting town centre Christmas light displays

2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of Macclesfield Town Council and the procurement process for submitting a tender proposal.

2.3 Macclesfield Town Council is looking for an arms length commercial organisation to supply, install, remove, store, maintain town centre Christmas Lights and to ensure the appropriate maintenance of associated infrastructure for a period of 3 years; 2022, 2023 and 2024.

**3. Tender Conditions and Contractual Requirements**

This section of the ITT sets out Macclesfield Town Council’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“**Procurement Process**”).

**3.1 Contracting requirements**

3.1.1 The contracting authority is Macclesfield Town Council.

3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at the offices for Macclesfield Town Council, Macclesfield Town Hall, Macclesfield SK10 1EA and as agreed around the town centre.

3.1.3 Macclesfield Town Council’s contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of contract) (“**Contract**”). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be for a duration of the required works dependent upon access, statutory permissions, consultation and satisfactory performance against quality objectives.

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, Macclesfield Town Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.6 Macclesfield Town Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response shall entitle Macclesfield Town Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

**3.2 General Policy Requirements**

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Macclesfield Town Council policies relevant to the goods and/or services being supplied.

**3.3 General tender conditions (“Tender Conditions”)**

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you, to be known as the “Tendering Organisation”, accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by Macclesfield Town Council for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but Macclesfield Town Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Macclesfield Town Council.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify Macclesfield Town Council promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, Macclesfield Town Council may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of Macclesfield Town Council, be extended. Your tender response must comply with any amendment made by Macclesfield Town Council in accordance with this paragraph 3.3.5 or it may be rejected.

3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of Macclesfield Town Council’s requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by Macclesfield Town Council as part of this Procurement Process.

3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by Macclesfield Town Council, completed in all areas and in the format as detailed by the Customer Organisation. Any documents requested by Macclesfield Town Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response. Costs and specifications must be clearly displayed within the tender submission by the tendering organisation. The tendering organisation is responsible for ensuring that their information is submitted and displayed in an accessible and clear format. Any perceived or actual lack of clarity or accessibility relating to the tender submission is solely the responsibility of the Tendering Organisation, and Macclesfield Town Council accepts no responsibility for ensuring clarity of tender submissions.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to Macclesfield Town Council. Any modification should be clear and submitted as a complete new tender response in accordance with these Tender Conditions.

3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by Macclesfield Town Council may be rejected which:

* contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
* contains hand written amendments which have not been initialled by the authorised signatory;
* does not reflect and confirm full and unconditional compliance with all of the documents issued by Macclesfield Town Council forming part of the ITT;
* contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by Macclesfield Town Council in any way;
* is not submitted in a manner consistent with the provisions set out in this ITT;
* is considered unclear or inaccessible by Macclesfield Town Council;
* contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
* is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling Macclesfield Town Council to reject a tender response apply and/or if you or your appointed advisers attempt:

* to inappropriately influence this Procurement Process;
* to fix or set the price for goods or services;
* to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
* to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
* to collude in any other way;
* to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
* to obtain information from any of the employees, agents or advisors of Macclesfield Town Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

Macclesfield Town Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that Macclesfield Town Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from Macclesfield Town Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, Macclesfield Town Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but Macclesfield Town Council reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, Macclesfield Town Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of Macclesfield Town Council in relation to fraud or in other circumstances where Macclesfield Town Council’s liability may not be limited under any applicable law.

**4. Confidentiality and Information Governance**

4.1 All information supplied to you by Macclesfield Town Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless Macclesfield Town Council has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of Macclesfield Town Council and must be returned on demand.

4.4 Macclesfield Town Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the town council. Macclesfield Town Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by Macclesfield Town Council in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to Macclesfield Town Council (together the “**Disclosure Obligations**”).

4.6 You should be aware of Macclesfield Town Council’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the town council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by Macclesfield Town Council under the Disclosure Obligations, unless the town council decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided, you must provide clear and specific detail as to:

* the precise elements which are considered confidential and/or commercially sensitive;
* why you consider an exemption under the FOIA or EIR would apply; and
* the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that Macclesfield Town Council should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that Macclesfield Town Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to Macclesfield Town Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the town council on the basis that it may be disclosed under the Disclosure Obligations if Macclesfield Town Council considers that it is required to do so and/or may be used by the town council in accordance with the provisions of this ITT.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with Macclesfield Town Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the town council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

**5. Tender Validity**

5.1 Your tender response must remain open for acceptance by Macclesfield Town Council for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by Macclesfield Town Council.;

**6. Payment and Invoicing**

6.1 Macclesfield Town Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to Macclesfield Town Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the town council include:

* A description of the good/services supplied is included.
* Macclesfield Town Council’s reference number/Purchase Order number is included.
* It must addressed to at Macclesfield Town Council ,Macclesfield Town Hall, Macclesfield SK10 1EA

**7. Specification**

Provision of 34 cross street displays, or equivalent, on Chestergate and Mill Street (pedestrianised) to the extent or greater as provided for in the 2021 display for 3 years; 2022, 2023 and 2024. This can be supply or on rental agreement for the Tendering Organisation to specify or display as cost options. Current provision is rented by the council.

To test, refurbish, store, install and connect to power supply and then remove 25. 5-foot-high simulated pine Christmas trees designed for external use on Sunderland Street. Current provision is owned by the council

To carry out an annual function and safety check of council owned maxi LED festoon lights on Chestergate, Church Street and Back Wallgate.

Provision of high quality printed media of proposed options

Consideration of multiple options for proposed new displays

Consideration for opportunities to improve and/or enhance current provision

All decorative displays to be installed, tested, maintained, removed and stored when not in use.

All electrical infrastructure to be tested and maintained. Clear explanation of proposed testing regime required

All mounting infrastructure to be tested and maintained. Clear explanation of proposed testing regime required

All cross street infrastructure (e.g. catenary cables) to be installed, removed, tested, maintained, and stored

Provision of appropriately skilled and qualified staff to attend the switch on event to turn on the lights on the date of the light switch on event and to also carry out a switch on ‘practice’ within the 24 hours before the switch on event.

Support service to respond to maintenance and repairs whilst in situ.

Details of all guarantees, warrantees and service level agreements relating to these supplies and services

Delivery to and removal from Macclesfield sites of all contract associated products and services

Proof of suitable and adequate supplier insurances

Proof of suitable and adequate installer insurances

Risk Assessments and Method Statements for all deliveries, installations, commissioning and project associated works

All supplies and services must evidence that they meet current working regulations, safe working practices, working on the highway regulations and all other associated legislation and guidance relating to best practice.

Environmental sustainability statement for all services and supplies

Tender must include comprehensive breakdown off all costs from appointment to completion.

**8. Mandatory Requirements / Constraints**

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in Macclesfield Town Council’s specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle Macclesfield Town Council to reject a tender response in full.

**9. Key background documents and further information**

9.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this ITT and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the ITT will not apply.

9.2 The following additional documentation / information is provided as part of this ITT:

None

**10. Timescales**

10.1 Subject to any changes notified to potential suppliers by Macclesfield Town Council in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

|  |  |
| --- | --- |
| **Activity** | **Date / time** |
| Issue of Contract Notice / availability of ITT documents | 15th November 2021 |
| Deadline for clarification questions (**Clarification Deadline**) | 6th December 2022 10AM |
| Deadline for submission of ITT responses by potential suppliers (**Tender Response Deadline**) | 31st January 2022 12PM |
|  |  |

**11 Instructions for Responding**

11.1 All appropriate supporting documents must be submitted with the tender. All documents required as part of your tender response should be submitted to The Town Clerk Laura Smith at   
laura.smith@macclesfield-tc.gov.uk by the Tender Response Deadline, as set out in the Timescales section of this ITT.

11.2 The following requirements should be complied with when summiting your response to this ITT:

* Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may rejected by the Customer Organisation.
* Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by Macclesfield Town Council.
* Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of Macclesfield Town Council).
* All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
* If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
* Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Macclesfield Town Council requirement with your response to that requirement inserted underneath.
* Where supporting evidence is requested as ‘or equivalent’ – you must demonstrate such equivalence as part of your tender response.
* Any deliberate alteration of a Macclesfield Town Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
* Responses should concise, unambiguous, and should directly address the requirement stated.
* Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

**12 Clarification Requests**

12.1 All clarification requests should be submitted to laura.smith@macclesfield-tc.gov.ukby the Clarification Deadline, as set out in the Timescales section of this ITT. The town council is under no obligation to respond to clarification requests received after the Clarification Deadline.

12.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 Macclesfield Town Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If Macclesfield Town Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to Macclesfield Town Council responding to all potential suppliers.

12.4 Macclesfield Town Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the town council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

**13 Evaluation Criteria**

13.1 You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

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**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to Macclesfield Town Council’s requirements evaluated in accordance with the evaluation methodology set out below.

13.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and will be assessed entirely on your response submitted:

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Quality | 40% |
| Methodology and Approach | 20% |
| Commercial | 40% |
| Community response at consultation | In the case of even scoring tenders, community feedback on design submissions may be used as a deciding factor. |

13.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the Customer Organisation for all criteria other than Commercial using the following scoring model:

|  |  |
| --- | --- |
| **Points** | **Interpretation** |
| **10** | **Excellent** –Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement. |
| **7** | **Good** - Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested. |
| **5** | **Adequate** - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder’s failure to provide all of the evidence requested. |
| **3** | **Poor** – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement. |
| **0** | **Unacceptable** - The response is non-compliant with the requirements of the ITT and/or no response has been provided. |

13.4 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of this tender for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by Macclesfield Town Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by Macclesfield Town Council as part of the pricing approach, the town council may reject the full tender response at this point.

A maximum offer score of 10 will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

13.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying weighting factors. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

13.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology

**Annexes**

**List of Annexes forming part of this ITT but issued as separate documents**

**[Annex 1 - Terms and Conditions of Contract**

**[Annex 2 – Form of Tender**

**[Annex 3 – Anti Collusion Certificate**

**[Annex 4 – Anti Canvassing Certificate**