



Invitation to tender for the provision of Christmas Lights

For

Canterbury Business Improvement District

Canterbury Business Improvement District

28-30 St Peters Street,

Canterbury,

Kent, CT1 2BQ

This document is proprietary to Canterbury Business Improvement District

Introduction

Canterbury Business Improvement District (“Canterbury BID”) is pleased to invite you to tender for The Canterbury BID Christmas Street Lighting Programme.

This document sets out the information which is required in order to assess the suitability of applicants in terms of their quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements of Canterbury BID Christmas Street Lighting Programme.

As Canterbury BID is a not-for-profit organisation run for the business and community of Canterbury it is obliged to spend the levy payers money wisely and monitor the performance of the contracts we enter into. The contract will be subject to Canterbury BID’s requirements and satisfactory performance through continuous monitoring and performance review. During the contract life, the successful applicants will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

Any questions concerning this document or the tendering process should be sent to Lucy Martin at: lucy.martin@canterburybid.co.uk

Canterbury BID may either waive or insist on strict compliance with any requirement set out within this document, and we may elect not to contract or contract only in part with any applicant.

Applicants:

- Shall either destroy or return all documentation related to the tender process if Canterbury BID so directs
- Shall ensure that tenders are both technically and arithmetically correct. Should Canterbury BID discover any arithmetical errors in the Applicant’s tender prices then these shall be pointed out to the Applicant who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of Canterbury BID.
- Shall not alter the tender documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the Applicant states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected.
- Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included.

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additional made and agreed during the tender proposal assessment period.

The information supplied within this and accompanying documents reflects Canterbury BID’s current view of the services required. Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This document is issued on the basis that:

- Canterbury BID does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this document or for anything said or done in relation to the procurement to which this document relates;
- Canterbury BID does not make any (express or implied) representation or warranty either about the information contained in this document or on which it is based, or about any written or oral information that may be made available to any applicant;
- Nothing contained in this document constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
- Neither this document nor any information supplied by Canterbury BID should be relied on as a promise or representation as to its future requirements;
- This document is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Applicants should complete the Tenderer Declaration Form (Appendix 1) and return with the completed proposal, as per the instructions set out in this document.

Canterbury Business Improvement District (BID)

Canterbury Business Improvement District (BID) is an independent, business-led, not-for-profit initiative voted for by the businesses of Canterbury on the 18 July 2014 to ensure continued investment in Canterbury City Centre. Our mission is to help make Canterbury a vibrant, exciting, well connected and successful business community; an attractive, clean, green, safe and enjoyable destination for customers and clients, shoppers and staff, residents, students and visitors; and a profitable place in which to do business.

We will be going to ballot on 13 June 2019 for a second 5 year BID term to commence on 13 October 2019.

About Canterbury

Canterbury is an ancient city at the heart of the Garden of England. Today, with a city population of 48,000 (many of which live in the city centre) and 30,000 university students at three institutions (University of Kent, Canterbury Christ Church University, and the University of the Creative Arts). We receive around 7.8 million visitors a year from the near continent, the region and further afield. It has a vibrant night time economy. The heart of the city centre is a pedestrianised zone from 10.30am to 4pm, however these times may change in the near future.

BID Definition

A Business Improvement District (BID) is a business-led initiative supported by Government legislation contained in the Business Improvement Districts (England) regulations 2004.

The BID programme is funded by the businesses within the BID Area through a levy on their non-domestic rates.

Scope of procurement

Canterbury BID are looking for a high-quality solution for the specified Christmas Street Lighting Programme from high quality providers that deliver a service that is demonstrably focused around the needs of Canterbury BID. Tenderers are requested to study the specification in detail and ensure that the specified

requirements can be met that are stated within this document and thus your understanding of our requirements is reflected in your pricing schedule return.

The contract for the provision of the service is expected to commence in 2019, subject to a successful BID ballot. The exact dates to be agreed depending on the agreement between the successful provider and Canterbury BID.

Canterbury BID wish to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation. The principle benefits anticipated by Canterbury BID in this procurement include;

- Cost savings in order to maximise operational efficiency and value for money.
- Creativity and innovation
- Flexibility and responsiveness
- All safety requirements are met

The Contract/s will be awarded for 5 years based on acceptable performance.

Requirements

The BID Business Plan which was formed after a consultation with Canterbury businesses states that one of the main priorities of Canterbury BID is to illuminate and decorate the city so that it is an attractive and appealing place to be. Christmas lights are a significant way of generating a positive lasting impression, for both locals and visitors. Without the BID, these wouldn't happen. An improved environment means people are more likely to stay longer and spend more.

The specification below details the minimum requirements for the services to be provided. Tenderers should ensure that they consider this in detail before submitting a Tender.

Canterbury BID is seeking a contractor to design, supply and fully manage the safe installation, removal and maintenance of the lighting scheme within the BID area. The successful contractor will be expected to:

- Make detailed plans of the location of the lights, power supplies and all other matters necessary for the installation of the scheme. The records made shall be updated each year to take account of changes in the provision through the contract period and shared with Canterbury BID.
- Provide storage for the elements of the scheme throughout the period of the contract
- Install and test all the lights at least one week prior to the switch on date (mid-November). Canterbury BID shall be informed in writing that all illuminations and associated equipment is operational.
- Carry out safety tests on anchor points and catenary wires, cable &/or any other fixings and all electrical components. Tests shall be carried out to industry standards and suitable for their location & use.
- The contractor shall inspect the lights and fixings on a regular basis whilst in situ.
- Liaise with the relevant authorities to acquire the relevant permissions
- The contractors shall provide all necessary equipment including cherry pickers to install and vehicles to transport equipment.
- The contractor shall ensure safe working practices are adopted at all times and that workers and the public are fully protected. Full RAMS are to be prepared and submitted prior to any works being carried out.
- The contractor shall ensure they have relevant insurance cover including professional and public liability to a value of not less than £15m.

- Provide a dedicated account manager to oversee all aspects of the project and provide the details of two contacts that shall be accessible by mobile phone 24/7.
- All reported faults are to be evaluated within 24hr and made safe and remedied within 3 days. Weekends shall not be excluded from this arrangement.
- The fees shall cover all works including call outs.
- If any part of the installations fails to work after a period of three days then Canterbury BID shall reserve the right to deduct 1% of the annual contract value for each day that the lights are not fully operational.
- The contractor shall be on hand to facilitate the lights switch on
- The contractor shall conduct all necessary due diligence in advance of submitting their tender as Canterbury BID will not accept liability for additional payments.

Design and Location

Canterbury is a historic English cathedral city and UNESCO World Heritage Site. We are looking to develop a stylish approach to Christmas lighting, to be in keeping with the character of the city and yet to surprise and delight. We would like some element of the scheme to be interchangeable so that it is not the same each year. The scheme will need to incorporate innovative solutions to ensure maximum coverage, and as such are willing to discuss potential options including, LED and Laser lighting dependent upon the location.

The scheme covered by this tender should include the following locations:

Primary locations:

- St Peters Street, High Street, The Parade and St Georges Street
- St Dunstons Street
- St Margaret's Street
- Rose Lane (up to The Body Shop from the High Street)
- Burgate, Sun Street and Palace Street
- Mercery Lane
- The Borough and Northgate (up to St Johns Place /High Street St)
- Orange Street
- Butchery Lane

Secondary locations:

- Guildhall Street
- Best Lane
- The Friars
- Dane John Gardens
- Key entry points:
 - The Westgate Towers
 - St Georges Place roundabout
 - Old Dover Road (Riding Gate) roundabout
 - Wincheap roundabout
 - St Peters Roundabout

Tender Timeline

Event	Due Date
Release and Distribution of Tender Document	12 July 2019
Confirmation of receipt and acceptance of invitation to tender	15 July 2019
Site visit with Canterbury BID	By appointment
Return of Tender Document to Canterbury BID	2 August 2019
Confirmation and Invitation sent to shortlisted Tenders	5 August 2019
Interviews and design presentation	w/c 12 or 19 August 2019
Board sub-committee recommendation to full Board	w/c 12 or 19 August 2019
Winning tender notified by Canterbury BID	w/c 2 September 2019
Contract Signed	w/c 9 September 2019
Contract Start	13 October 2019

Form of tender

Tenderers must provide their tender as:

- 2 hard copies
- 1 electronic copy word or PDF format

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is 17:00 hours Friday 2 August. The tender documents will then be reviewed and shortlisted tenderers will be invited to outline their proposals to the BID Board sub-committee w/c 12 or 19 August 2019.

Submissions should be sent to Lucy Martin:

- lucy.martin@canterburybid.co.uk
- Canterbury BID, 28-30 St Peters Street, Canterbury, Kent, CT1 2BQ

Contents of tender

The Tender *must* contain:

- Cover Sheet completed and signed by the Tenderer or for and on behalf of the Tenderer by a person who warrants their authority to sign for the Tenderer
- Executive Summary
- Organisation Information
- Service delivery experience: Case study that demonstrates relevant experience, including photos and testimonies
- Staff resource who will deliver the services to the BID including:
 - The person who will be primary contact with the BID
 - The key personnel and their relevant experience.
- Canterbury Christmas Lights design approach in 200 words (can include up to 5 visual representations if tenderer so wishes).
- Schedule of fees illustrating the makeup of costs
- Proposed schedule of works
- Description of how the tenderer will:

- approach the power supply issues in the city
- ameliorating any noise arising from the installation of the lights and how they will ensure that the equipment to be used will not disturb the community, including out of hours.
- manage conflicts of interest
- The tenderer is to consider the requirement for parking/storing equipment on site and include any charges which these might elicit.
- The Tenderer must be prepared to deviate from the installation schedule, to allow the service to be reactive to changing circumstances on a daily basis.
- The Tenderer will be expected to provide Risk Assessments and Method Statements to ensure that their processes are safe, appropriate and show due diligence in respect of the safety of their employees and all third parties and also the fabric of both the public realm and private property in the city.
- Particulars of insurance: Public Liability Insurance - the name of insurer, nature of cover, maximum amount of cover, deductible amounts, and period of cover and details of policy exclusions relevant to the BID's Requirements.
- Copy of most recent audited accounts of the Tenderer.

The Tender *may* contain

- names of past or existing clients who the BID may contact for a reference as to the Tenderer's ability to work with the BID and to deliver high quality services
- any other information the Tenderer considers appropriate.

Payment Terms

Whereas the full scheme is to be available from year one, the cost of the contract should be spread equally over the five-year period.

Value of contract: £200,000 - £300,000 over a five-year period

The supplier must provide an economically sound, innovative and commercially attractive proposal offering outstanding customer service and satisfaction. Please see **Appendix 3** Pricing Schedule to be completed and returned by all suppliers.

Confidentiality and Disclaimer

This document is not an offer capable of acceptance but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the document to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by Canterbury BID commits Canterbury BID to award a contract to you or any other bidder, even if all requirements stated in the document are met. Canterbury BID is not responsible directly or indirectly for any costs incurred by your firm in responding to this tender document and participating in Canterbury BID's procurement process.

All firms shall keep strictly confidential any and all information contained in this document, and other information or documents made available to it by or on behalf of Canterbury BID in connection with this document. The firms shall not disclose, nor allow any such information to be disclosed. Submission of a

formal response to this document will confirm your agreement to observe these confidentiality requirements.

Contact by the firms with Canterbury BID during the bidding process should only be with the individuals named in the letter sent from Canterbury BID as the Canterbury BID tender contacts. Respondents shall not offer or give any consideration of any kind to any employee or representative of Canterbury BID as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with Canterbury BID.

Questions

If you have any specific questions concerning this document or the process for submission of your proposal, then please email lucy.martin@theCanterburybid.co.uk or telephone on 01227 787055.

Material Misrepresentation by the Tenderer

Canterbury BID shall rely on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation to Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

Representations by Canterbury BID

While the information contained in this invitation to tender is believed to be correct at the time of issue, neither Canterbury BID, its advisors, nor any other awarding entities will accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from, this invitation to tender (including its Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, Canterbury BID.

If a Tenderer proposes to enter into a Contract with Canterbury BID, it must carry out its own due diligence enquiries and rely only:

- on its own enquiries and judgment in relation to this procurement, including the preparation of its Tender; and
- on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this invitation to tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of Canterbury BID (or any other person) to enter into a contractual arrangement.

This invitation to tender should not be regarded as an investment recommendation made by Canterbury BID or its appointed advisors. All suppliers are recommended to seek their own financial and legal advice.

TUPE

The following provisions regarding TUPE are extremely important. Please ensure that you read them carefully.

Canterbury BID expects that TUPE will not apply to this contract.

In cases of TUPE Tenderers are advised to seek independent professional advice on the effect of TUPE. Tenderers must be prepared to accept all liabilities which may arise as a consequence of the application of TUPE, should it apply. Canterbury BID takes no liability in regard to inaccuracy of TUPE information provided in this tender.

Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass Canterbury BID or any employees or agents of Canterbury BID in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of Canterbury BID or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and Canterbury BID and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of Canterbury BID.

Bribery

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe.

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

Canterbury BID's rights

Canterbury BID reserves the right to:

- waive or change the requirements of this Invitation to tender from time to time without prior (or any) notice being given by Canterbury BID;
- seek clarification or documents in respect of a Tenderer's submission;

- disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this invitation to tender;
- disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of the Company concerning the award of the Contract will be disqualified. Canterbury BID may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;
- withdraw this invitation to tender at any time, or to re-invite Tenders on the same or any alternative basis;
- choose not to award any Contract as a result of the current procurement process; and
- make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
- Canterbury BID may use the information included in a Tenderer's response for any reasonable purpose connected with this invitation to tender. In particular, once a Tenderer has been excluded, Canterbury BID reserves the right to use any ideas contained in that Tenderer's tender in any ongoing discussions with other Tenderers but undertakes not to reveal the identity of the provider of these ideas.

Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until Canterbury BID has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents, or any proposals relating to it without the prior written consent of Canterbury BID.

Intellectual property

All intellectual property rights in this invitation to tender and all materials provided by Canterbury BID or its professional advisors in connection with this invitation to tender are and shall remain the property of Canterbury BID and/or its professional advisors.

Appendices

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Appendix 1: Tender Cover Sheet

Declaration by Tenderer

Title: Insert Contract Name

1. I, *[insert name]*, certify that I am the person duly authorised to sign tenders for and on behalf of *[insert company name]*, the tenderer, and having read the documents, offer to supply the goods, services or works:
 - as set out in the letter of invitation to tender, the specification and accompanying tender documents, samples and/or drawings.
 - under the terms and conditions indicated
 - at the price (or prices) specified in the attached tender documentation.
2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.
3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:
 - Communicate to a person other than Canterbury BID, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender
 - Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any tender to be submitted
 - Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above.
4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials with the tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.
5. I understand that Canterbury BID reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as Canterbury BID may decide. Canterbury BID is not bound to accept the lowest or any tender.
6. I have obeyed the rules regarding confidentiality of tenders and will continue to do so as long as they apply.
7. I can confirm that I accept that any breach of any if the conditions could lead to any tender being rejected or to the recession of the Contract by Canterbury BID.

Authorised Signatory	
Date	
Name in BLOCK LETTERS	
Job title	
Telephone Number	
E-mail address	

Appendix 2: Tender Assessment Criteria

Evaluation Criteria and Process

The evaluation process will be based upon some or all of the following aspects of the Tender Companies proposals (Not in order of significance).

1. Service capability

- Service delivery experience
- Compliance with service levels and health and safety
- Ability to work in Partnership with Canterbury BID
- Ability to problem solve
- Responsiveness to issues

2. Design

- Impact and coverage across the city
- Attractiveness and quality
- Innovation and creativity
- Flexibility to change some elements of the scheme year-on-year
- Environmental impact of the display

3. Financial

- Competitive price
- Price clarity
- Financial stability demonstrated through the Companies structure and accounts

4. Level of Compliance with tender document

- Understanding of all parts of the tender document
- Tender Companies proposals are in line with the instructions
- Adherence to the timescales (timeline) for responses.

Appendix 3 – Price Schedule

Tendering companies should breakdown estimated costs in the following table

	Unit								
	Quantity	Price	Total	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Direct Costs									
Testing of electrical power supply points and anchor fixing points									£ -
Installation & Take Down									£ -
Contingency									£ -
Storage									£
Management									£
Product									
Location name									
Product description									£ -
Product description									£ -
Total	0	£ -							

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