



Penarth Town Christmas Lights

Invitation to Tender

Ref: PTC/CL25-28

**Closing date: 12:00 noon on Friday 9th May
2025**

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1 Introduction

Penarth Town Council (“the Council”) undertakes an annual Christmas lights display in Penarth, with the aim of seasonally enhancing the town centre environment to the benefit of residents, local businesses and tourists. The Council is seeking a suitably experienced provider to tender for the installation and operation of Christmas lighting / decoration.

Any agreement will be in the form of a framework and will operate for a period of three (3) years.

You are invited to tender for provision of these services.

2 Background

Penarth Town Council is a local authority operating at a grass roots governance level of local government and is one of four town councils in the Vale of Glamorgan. The Town Council is a large Town Council in the Sector with around 11,500 hereditaments producing a precept of circa one million pounds. The administration is made up of 16 Council Members and employs a number of staff.

3 Scope

3.1 Summary

Penarth Town Council’s Christmas display is operational from mid November to early January on an annual basis. The agreement is intended to provide for this for a duration of 3 years, commencing November 2025.

Traditionally, there has been an early evening event every November to celebrate the annual switching on of the Town’s lights and to mark the start of the festive season.

The budget for the proposal is approximately £75,000 excluding VAT over the 3 years (£25,000 excluding VAT per annum).

This invitation requests a full in-house design, installation, testing, maintenance, de-rigging and storage service.

3.2 Costs

Please give a detailed breakdown of costs (excluding VAT).

3.3 VAT

Please state clearly when submitting prices whether or not VAT will be charged. It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

3.4 Specification

The Council is open to creative proposals for colour schemes. While no strict colour palette is mandated, there is a preference for traditional Christmas colours such as reds, greens, golds, blues. These colours are preferred over alternative options such as warm white or ice blue white.

The most recent scheme has incorporated warm white lighting with cross-road icicle lights and the Council will be seeking a visible difference to the previous 3 year scheme. The Council prefers the use of LED or low energy bulbs and welcomes solutions incorporating solar power.

Existing catenary wire infrastructure has been repaired or replaced over the years. The tendering company will be responsible for inspecting the condition and adequacy of any of the existing infrastructure if it is to be used in the new scheme and include for any costs in replacing or repairs to such infrastructure within its tender. Details of existing infrastructure are available on request.

3.5 Area

The area to be covered by the lighting scheme is not fixed but must prioritise the centre of town along Windsor Road and lower Glebe Street. Bidders are requested to consider statement motifs on the double catenary wires at either end of Windsor Road's central section and the lighting of the 5 trees which line the highway of Windsor Road.

The most recent scheme covered Windsor Road and Lower Glebe Street, with the footprint chosen to maximise central impact and concentrate resources. Previous schemes have included these locations along with Stanwell Road, Station Approach and Cornerswell Road.

The proposal must accommodate the lighting and decoration of an additional 3 natural trees to be provided by Penarth Town Council on Windsor Road roundabout. The trees will be of a height no greater than 12 feet.

3.6 Installation

The scheme is to be tested, installed and in working order on a date to be agreed by both parties prior to the notified switch-on date each year. The satisfactory working of the lights is to be witnessed by a Council representative. The work must be undertaken in a manner that minimises disruption to traffic, residents,

local business and pedestrians, as well as with consideration for the environment.

It is advisable that the installation of the lights and features on the main highways be undertaken during the period early evening to early morning. The contractor will be responsible for liaison with the relevant highways authority, the Vale of Glamorgan Council. The contractor will be responsible for any road closures and traffic management necessary during installation and derigging along with liaison with any affected residents or businesses over access issues.

The contractor must be present on the day of the switch on to manually switch on the lights.

3.7 Maintenance

The lights will need to be maintained during the period that they are on display. The Council requires a call out within 24 hours for major faults including, but not limited to, complete failure of a motif or light string, light failure, extreme damage caused through vandalism, climate or traffic accident. The pricing schedule must explicitly state what is included in the maintenance element of the pricing and what is not. Additional maintenance or call out charges must be stated on the schedule.

3.8 Dismantling

The lights are to be switched off after 6th January and the scheme must be dismantled and removed as soon after 6th January each year as possible.

3.9 Storage

All elements of the scheme are to be stored by the contractor. Transfer and transport is at the contractor's expense.

3.10 Testing

All elements of the scheme must be fully functioning prior to installation. The contractor will be responsible for all testing, including load testing, anchor bolt testing, certification and replacement of parts.

3.11 Health and 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 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 7 laid out in those regulations. The contractor must adhere to any requirements placed by the local authority, the Vale of Glamorgan Council. The successful contractor will be expected to produce a Health & Safety Information Pack each year prior to installation to include:

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

3.12 Insurance

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

3.13 Advice

The contractor will be expected to be available to discuss issues and to give professional advice on all aspects of the contract. The contractor is required to give a short written report after the completion of the yearly display outlining any issues and, if relevant, the need for replacement lights and suggestions for improvements.

3.14 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 expected to show flexibility and be prepared to establish good working relationships with the Town Clerk and staff.

3.15 Contract

The contract will be with Penarth Town Council. No sub-letting of the contract to a third party is allowed without prior permission. 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, the Council is able to pay in two instalments – after installation and after dismantling.

3.16 Tender

Your tender submission should comprise the completion of the form of tender, proposed scheme incorporating method statement and detailed pricing schedule, together with a copy of your current insurance certificate and a specimen Health & Safety Pack for Christmas Lights Installation containing the information outlined in the Health and Safety section. This could be taken from a previous or existing contract (with confidential details removed) and must include a relevant Risk Assessment.

4 Objectives

The Council has a number of key objectives for the procurement of services.

It must:

- deliver value for money – an important driver for this project is the delivery of efficiency savings. The successful bidder will understand the context in which the Council operates and ensure a competitive cost underpinned by a commitment to the principles of cost avoidance, containment and reduction.
- support continuous improvement - the successful bidder must be committed to working with the Council to identify and introduce improvements to the supply of the works and services throughout the agreement period.
- be available within the project timescales.
- meet functional requirements.

5 Award Criteria

5.1 Process

This ITT as a whole is a single stage process containing questions regarding supplier's ability and technical capability to provide and deliver the service within the costs being tendered.

The preferred Bidder will be determined based on the following process.

A two-stage process will be used to assess tenders:

Stage 1-Selection Criteria	Criteria	Weighting
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Relevant contractor experience	Pass/Fail
Technical Capability	Pass/Fail

Bidders who provide the Council with the relevant and satisfactory information will receive a pass mark and move onto the stage 2 and their submission will be evaluated against the following criteria. Tenders will be evaluated on the basis of the most advantageous to the Council, with a weighting explained in the below table.

Stage 2 Award Criteria Criteria and Weighting
<p>Cost – 30%</p> <ul style="list-style-type: none"> • Scheme (10) • Installation (10) • Maintenance (10)
<p>Quality – 70%</p> <ul style="list-style-type: none"> • Skills, experience and qualifications of the proposed team (10) • Approach and Methodology (10) • Design of the scheme (30) • Coverage of the scheme (10) • Energy efficiency (10)

The agreement will be awarded to the most advantageous tender.

However, the Council reserves the right not to award all or any of the business to the best scoring bidder or to any bidder.

5.2 Scoring

The following methodology will be used to evaluate Tender responses.

Score Key Assessment	Score	Interpretation
Excellent	10	Satisfies the requirement with material additional

		benefits and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required services. Response identifies factors that strongly indicate that it will offer added value, with evidence to support the response. Bidder has fully recognised the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Excellent	9	Satisfies the requirement with some additional benefits and demonstrates good understanding and evidence in their ability/proposed methodology to deliver a solution for the required services. Response identifies factors that strongly indicate that it will offer added value, with evidence to support the response. Bidder has fully recognised the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Good	8	Satisfies the requirement with minor additional benefits. Above average demonstration by the Bidder of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required services. Response identifies factors that will offer potential added value, with evidence to support the response. Bidder has demonstrated some recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Good	7	Satisfies the requirement with minor additional benefits. Slightly above average demonstration by the Bidder of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required services. Response identifies factors that will offer potential added value, with evidence to support the response. Bidder has demonstrated some recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).

Acceptable	6	Satisfies the requirement. Demonstration by the Bidder of the understanding in their ability/proposed methodology to deliver a solution for the required services. Bidder has demonstrated recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Acceptable	5	Just satisfies the requirement. Some demonstration by the Bidder of the understanding in their ability/proposed methodology to deliver a solution for the required services. Bidder has demonstrated recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Some Reservations	4	Satisfies the requirement with some reservations. Some reservations of the Bidder's understanding and proposed methodology, with limited evidence to support the response. The Bidder demonstrates little recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Minor Reservations	3	Satisfies the requirement with minor reservations. Some minor reservations of the Bidder's understanding and proposed methodology, with limited evidence to support the response. The Bidder demonstrates little recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Numerous Reservations	2	Satisfies the requirement with a number of reservations. A number of reservations of the Bidder's understanding and proposed methodology, with limited evidence to support the response. The Bidder demonstrates little recognition of the One Voice Wales/Society for Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners Guide (2019 Edition).
Serious	1	Satisfied the requirement with major reservations. Major reservations of the Bidder's understanding

Reservations		and proposed methodology, with little or no evidence to support the response.
Unacceptable/Non-compliant	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the understanding or suitable methodology, with little or no evidence to support the response.

5.3 Bidder Presentations

As part of the tender evaluation, bidders may be required to attend an interview about their proposal. The results of that interview may affect tender scores. The Council will not be responsible for any costs incurred by a bidder in attending such an interview.

5.4 Clarification

Bidders may request clarification on this Invitation to Tender by contacting the Town Council via enquiries@penarthtowncouncil.gov.uk or 02920 700721 up to close of submission.

6 General

The Supplier will:

- i. comply with all statutory obligations under the Equality Act 2010 and operate in a non-discriminatory manner. Bidders are advised that the Council has a Procurement Policy and Equality and Diversity policies, copies of which are available upon request. Bidders are required to take account of these policies whilst providing the services;
- ii. hold valid public liability, employer's liability insurance and professional indemnity. The Council's current minimum insurance thresholds are £10m public liability, £5m employers' liability and £1m professional indemnity;
- iii. ensure the Services are undertaken in a competent and safe manner and adhere to Health and Safety legislation, guidance and relevant Council policies and procedures and take reasonable care for the health and safety of him/herself and other persons who may be adversely affected by his/her acts or omissions;
- iv. immediately advise the Council of any serious health and safety incident;
- v. recognise that failure to comply with the health and safety requirements under the Agreement constitutes a substantial breach of contract.

7 Conditions of Tender

7.1 General

- i. All bidders will be subject to the conditions set out in this document and the document entitled “Conditions of Tender for Suppliers” attached at **Appendix A**. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
- ii. The Form of Tender (**Appendix B**) must be signed by the individual(s) with the appropriate authority to make the commitment.
- iii. Bidders may request clarification on this Invitation to Tender by contacting enquiries@penarthtowncouncil.gov.uk.
- iv. Tenders must be open for acceptance for a period of ninety (90) days from the closing date for receipt of Tenders.

7.2 Form of Contract

The Tender shall be subject to the Council’s terms and conditions of contract. Any conditions which the bidder may seek to impose shall be excluded and not form any part of the Contract unless each of these conditions have been specifically agreed to in writing by the Council.

7.3 Submission

Electronic submissions should be made via email at enquiries@penarthtowncouncil.gov.uk or by post addressed to the Town Clerk, Penarth Town Council, West House, Stanwell Road, Penarth CF64 2YG.

The closing date for submissions is 12:00 noon Friday 9th May 2025.

8 Response Requirements

Bidders must submit their proposal for providing the Services. The proposal should include completed:

- Form of Tender, Appendix B
- Supplier Information, Appendix C
- Detailed Tender Response, incorporating scheme proposal and method statement.
- Detailed Pricing Schedule showing both annual contract cost and total contract cost over 3 years for each element.
- Evidence of public liability insurance
- Specimen Health & Safety pack.

Tenders must be completed in English or Welsh and prices must be in sterling. Prices quoted must exclude VAT.

Tenders containing clauses such as “prices subject to fluctuation” or “those ruling at the date of delivery” will not be accepted.

Tenders must be open for acceptance for a period of 90 days from the closing date for receipt of Tenders.

Appendix A: Conditions of Tender for Suppliers

General

1. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
2. Each bidder agrees that its proposal is submitted on the terms and conditions set out in the tender document supplied, any associated documentation and this document.
3. The bidder agrees that if successful, it will ensure that all employees, servants, agents, contractors or any persons wholly or partly under its control ("Bidder's Personnel") associated with this project adhere to the Council's Safety Conditions, Alcohol and Drugs Policy and Health, Safety and Environmental Policy. All Bidder's Personnel will adhere to the Council's No Smoking Policy whilst on Council premises. Copies of these documents are available upon request.
4. Bidders, by submitting a tender, confirm that they understand and agree to the nature and extent of their obligations if their Tender is accepted.
5. The Form of Tender supplied with the documents must be signed by the individual(s) with the appropriate authority to make the commitment. The bidder shall produce documentary evidence of such authorisation to the Council if requested.
6. The Council does not bind itself to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part.
7. The Council is a public body for the purposes of the Freedom of Information Act and other related access legislation. Accordingly, third parties may request copies of documentation held by the Council pursuant to rights granted to them under various access regimes. Section 21(1) of the Public Contracts Regulation 2015 provides "A contracting authority shall not disclose information which has been forwarded to it by an economic operator and designated by that economic operator as confidential."

Accordingly, if your organisation wishes to rely upon the above provision, please describe those parts of your tender you regard as confidential and set out your reasons why in your tender submission. Please note that it is the Council that is responsible for determining whether a bidder has reasonably designated the information as confidential. Bidders are advised that even if they have designated the information as confidential, the Council may not necessarily agree and the information may be released to a third party if the Council deems it appropriate. Further, some information is required to be made public under other legislative requirements from time to time in force and organisations are asked to note this.

Form of Contract

8. Any successful bidder will be required to execute a contract with the Council. The form of contract will be subject to approval by the Town Clerk
9. No binding contract will exist until the Council and the chosen bidder execute and deliver a formal contract.

Costs

10. Bidders are responsible for obtaining all information necessary for the preparation of their respective tenders and all costs, expenses and liabilities incurred by any bidder in connection with the preparation and submission of a proposal or tender shall be borne by that bidder.
11. A bidder shall be deemed to have full knowledge of the liability to be incurred by reason of the Tender and shall not, after acceptance by the Council, be entitled to increase any prices or change any terms on the grounds that an error has been made or withdraw the Tender by reason of not having made enquiries which any prudent bidder would have made prior to responding to the Tender or for any other reason.
12. Bidders shall take all reasonable care in the preparation and submission of a Tender and acknowledge that the Council may rely upon the representations made in the Tender.
13. All payments and royalties that may be payable shall be included in the prices detailed in the Tender and will be paid by the bidder to the relevant persons.
14. The Council shall not be responsible for or pay any costs, expenses or losses incurred by any bidder or would be bidder who fails to Tender, in the preparation of their Tender.

Submission

15. Prices must be in sterling and must relate to all elements included in the proposal. All prices submitted by bidders must be inclusive of supply, including packaging and carriage but exclusive of VAT. Supply current price list with Tender.
16. Tenders containing clauses such as “prices subject to fluctuation” or “those ruling at the date of delivery” will not be accepted.
17. All documents requiring a signature must be signed by an individual with the appropriate authority to make the commitment.
18. Non-adherence to any of the above procedures may lead to disqualification.
19. The Council may, at its absolute discretion, extend the closing date above. Any such extension shall apply to all bidders.

Notification of Selection

20. All bidders responding to this document will be notified of the outcome of the Council's evaluation of their proposals.
21. A bidder shall be deemed (for all purposes connected with the Invitation to Tender and any contract awarded as a result) to have carried out all research, investigation and enquiry which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Council's requirements (in the context of and as described in this Invitation to Tender. No bidder shall have any claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the bidder save as expressly provided for in any formal contract made pursuant to this Invitation to Tender.

Confidentiality of Invitation to Tender

22. This Invitation to Tender, the fact that a bidder has been invited to tender, and all other documentation issued by the Council relating to the Tender ("the Tender Documents") shall be treated by the bidder as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed (save as may be required by law) in whole or in part to any third party without the prior written consent of the Council.
23. The Tender Documents and all copies of the same are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and shall not be copied or reproduced in whole or in part and shall be returned to the Council forthwith upon demand.
24. If a prospective bidder decides not to respond to this Invitation to Tender, then the bidder is required to return the whole document unmarked to the Council by the date and time set for receipt of tenders.
25. Bidders may copy and disclose the Tender Documents to their professional advisers solely for the purpose of assisting in the preparation of a tender submission in response to this Invitation to Tender.

Collusion and Canvassing

26. Any proposal submitted by any bidder in respect of which the bidder:
 - i. fixes or adjusts prices and rates shown in its proposal by or in accordance with any agreement or arrangement with any other person or by reference to any other proposal or communicates to any person other than the Council the amount or approximate amount of the prices and rates shown in its proposal except where such disclosure is made in confidence, in order to obtain quotations

- necessary for the preparation of the proposal or for the purposes of financing or insurance; or
- ii. enters into any agreement with any other person that such person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown by any other bidder in its proposal; or
 - iii. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having cause to be done in relation to any other tender or any other person's proposal any act or omission; or
 - iv. in connection with the award of the contract commits an offence under the Bribery Act 2010 or gives any fee or reward, the receipt of which is an offence under sub-Section (2) of Section 117 of the Local Government Act 1972; or
 - v. indirectly canvasses any member or officer of the Council concerning the acceptance of any proposal or who has directly or indirectly obtained or attempted to obtain information from any such member or officer concerning any other bidder or proposal submitted by any other, shall be rejected by the Council provided always that such rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability of the bidder.

Bidder's Warranty

27. In submitting a proposal a bidder warrants to the Council that:

- i. it has not engaged in any of the acts or matters referred to in Clause 26 and has complied in all respects with these tendering requirements;
- ii. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the bidder or its operatives in connection with or arising out of the Tender Documents (together with any proposal) are true, complete and accurate in all respects;
- iii. it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted any proposal and will not have entered into any contract envisaged by the Tender Documents ("the Contract") in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;

- iv. it has full power and Council to enter into the Contract and to make the provision required by the Invitation to Tender and will, if requested, produce evidence of such to the Council;
- v. it is of sound financial standing and the bidder and its directors, partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the bidder's proposal) which may adversely affect its financial standing in the future;
- vi. it will procure and will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Contract in accordance with its terms.

Disclaimer

- 28. Any and all documentation and other written or oral information provided or made available by Penarth Town Council has been prepared in good faith but does not purport to be comprehensive or to have been independently verified.
- 29. To the full extent permitted by law Penarth Town Council does not accept liability or responsibility for the adequacy, accuracy or completeness of the Tender Documents or with respect to any other written or oral information provided or made available to the bidder.

Legislation

- 30. In submitting a response to this Tender, the bidder acknowledges full compliance with (Sale of Goods Act 1979) and all UK Legislation relevant to the goods, services and works being proposed.
- 31. The Supplier is responsible for identifying accreditation from their suppliers as necessary to comply with all legislation and quality assurance processes.
- 32. All produce must be packed and handled in accordance with best commercial practices to prevent damage or deterioration during transportation and storage.
- 33. The supplier shall maintain a Quality System, and will be subjected to audit by PTC representatives.

Freedom of Information

- 34. The Council shall not be in breach of the provisions of Tender Documents or the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations") or any legislation of a like kind from

time to time in force. To the extent permitted by the time for compliance under the Act or the Regulations, the Council shall consult a bidder where the Council is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the bidder of any decision. Whether or not to disclose Information in order to comply with the Act or the Regulations is a matter in which the Council shall exercise its own absolute discretion, subject always to the provisions of the Act or the Regulations.

35. "Information" means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Tender Documents or the Contract.

Appendix B: Form of Tender
Penarth Town Christmas Lights Ref PTC/CL25-28

To: Penarth Town Council

Having examined the Invitation to Tender and ancillary documents for the above service and having examined the Council's Contracts Procedure Rules I/We offer to provide Services set out in the Tender in accordance with the said Invitation to Tender for the amounts specified in the price schedule.

I/We agree that the tender shall be on a firm price basis and will not be subject to any adjustment

We further agree that we shall keep this offer open for acceptance by the Council for ninety (90) days from the closing date for receipt of tenders.

I/We further agree that I/We will not communicate, under any circumstances, to any person other than the Council the amount of our proposed tender.

I/We further agree that I/We will not adjust the amount of the proposed tender in accordance with any agreement or arrangement with any person other than the Council.

We enclose herewith the following tender documents and associated information.

I/We hereby certify that I/We have not canvassed or solicited any member, officer or employee of the Council in connection with the award of this tender or proposed tender for the Works and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertaken that I/We will not in future canvass or solicit any member, officer or employee of the Council in connection with the award of this tender or any other tender or proposed tender for the Works and we will procure that no person employed by me/us or acting on my/our behalf will do any such act.

Dated thisday of2025

Signature

Name / Firm

Appendix C: Supplier Information (to be returned):

Supplier Identity

Name of supplier	
Contact	
Address	
Tel No	
Email	
Website	
Registered Address (if Different from above)	
Is your organisation (Please indicate) <ul style="list-style-type: none">• A Public Limited Company• A Limited Company• A Partnership• A Sole Trader	
Date of organisation's formation	
Date of incorporation in UK if different	
Company Registration Number and Date and Registration	
VAT registration Number	

Financial information

Please state Annual Financial Turnover for the last 3 years (not Group turnover):

Year: Turnover:

Year: Turnover:

Year: Turnover:

Has your organisation or any director of your organisation who has the powers of representation, decision or control of the organisation been convicted of any of the offences listed at Regulation 23 (1) (a)-(f) of the Public Contracts Regulations 2015 If the answer is Yes, the Council may require further information.

YES/NO

Are there any court actions and/or tribunal hearings outstanding against your organisation which relate to the provision of this contract (including but not limited to negligence claims, discrimination cases, infringement of intellectual property rights, infringement of data protection legislation)? If the answer is yes, please give details.

YES/NO

Has your organisation been involved in any court action and/or tribunals over the last 3 years which relate to the provision of this contract (including but not limited to negligence claims discrimination cases, infringement of intellectual property rights, infringement of data protection legislation)? If the answer is yes, please give details.

YES/NO

Please give details of your bankers:

Bank Name:

Bank Address:

Account No:

Sort Code:

Number of year's account has been open:

May bankers be approached for a reference? YES/NO
Please confirm that copies would be available on requires of your Audited Accounts and Annual Report for the last two years: YES/NO
If goods, services and or works proposed in your tender return are sub-contracted, the Council will require financial documents from each third party.
A financial credit check may be undertaken on your organisation as part of this tender process.

Business Capability

Please give a description of the main business activities that your organisation undertakes.
How many staff do you employ?
How would you work on this project?

Insurance

Please provide details of your organisation’s insurance protection in respect of the following. A copy of your insurance papers must be provided as an appendix. This is a pass-fail requirement

Public Liability Policy Number	Insurer	Indemnity Value (£) in respect of any one incident

Personal Liability Policy Number	Insurer	Indemnity Value (£) in respect of any one incident
Professional Indemnity Policy Number	Insurer	Indemnity Value (£) in respect of any one incident

Health & Safety

Please provide a copy of your organisations Health and Safety at Work Policy

Has the organisation be subject to any prosecutions or enforcement actions in relation to health and safety by any enforcing authority within the last 5 years? If yes, please give details:

YES/NO

Technical capability

Please indicate if your Organisation has experience in the following:

- | | |
|--|---------------|
| a) Design of Christmas Lighting schemes | YES/NO |
| b) Installation and removal of schemes | YES/NO |
| c) Maintenance of the schemes | YES/NO |
| d) Maintenance of electrical infrastructure to serve the lighting scheme | YES/NO |

e) Maintenance, legal testing and certification of the scheme	YES/NO
Please provide evidence to show a recent project that you have undertaken of a similar size to this one	
Has the organisation ever had a contract terminated?	YES/NO
If yes, please provide details:	
Has the organisation ever withdrawn from a contract?	YES/NO
If yes, please provide details:	
Has the organisation ever been refused renewal of any contract due to failure to perform to the terms of the contract?	YES/NO
If yes, please provide details:	

References

Please provide details of private or public sector contracts not related to Penarth Town Council that you have been awarded for the provision of goods, services and/or works similar to those required over the last five years.

Reference 1

Name:

Referees Job Title:

Reference Organisation's Name:

Address:

Contact Telephone Number:

Contact Email Address:

Contract Name:

Contract Start/End Date:

Total Value of Contract (£)

Reference 2

Name:

Referees Job Title:

Reference Organisation's Name:

Address:

Contact Telephone Number:

Contact Email Address:
Contract Name:
Contract Start/End Date:
Total Value of Contract (£)
May customers be approached for a reference?