



WITNEY

TOWN COUNCIL

Town Hall, Market Square
Witney, Oxon
OX28 6AG
Tel: 01993 704379
E-mail: info@witney-tc.gov.uk
www.witney-tc.gov.uk

Mayor of Witney
Councillor Owen Collins

Town Clerk & Chief Executive Officer
Mrs Sharon Groth FSLCC fCMgr

REQUEST FOR TENDER

Supplier Name:

Tender for	Design, Supply, Installation and Removal of Witney Town Centre Christmas Illuminations	Our Ref	R11/24/01
Contract Location	Witney Town Centre, Oxfordshire, OX28.	Tender submission deadline	17 th May 2024

Introduction to The Council

Witney is a market town founded on the banks of the River Windrush, situated on the edge of the Oxfordshire Cotswolds. It's the largest town in the district of West Oxfordshire and has a population of approximately 35,000 and 13,500 houses. Witney established itself as an important wool town and still has a healthy business community with a thriving high street and shopping centres with a great mix of quality independent traders and High Street names. Free parking and the town's unique blend of history, culture and shopping make it a very popular destination for visitors.

Brief Description of Services

Witney Town Council are looking to procure a dynamic, innovative company, who are suitably qualified, with a successful proven track record that has extensive experience in projects of this type and size. You are invited to tender on a contract to design and provide Christmas illuminations for Witney Town Centre for 3 years from 2024 to 2027.

1. General Information

- 1.1 Please check this document together with all accompanying documents, particularly the Specification, and if any pages are missing, duplicated or the text is indistinct, please notify the Council, as we will accept no liability for such errors or omissions.
- 1.2 All items in the Pricing Schedule should be priced. Our Payment terms are 30 days after approved invoice. This must be replicated as a maximum for subcontractors used on this project. The successful contractor will be required to propose a staged payment schedule (representing the 3 year period) to be agreed with the Council.

- 1.3 For the proper comparison of Tenders, it is important that no unauthorised alterations have been made to the Tender documents. Tenders containing unauthorised alterations or qualifications may be rejected. If you consider that changes are necessary, please contact the Project Officer.
- 1.4 You are welcome to enclose any documents, brochures, or other materials you believe will support your tender. You must retain the sequence of the questions and the numbering in your response.
- 1.5 Bids shall remain open for acceptance for a minimum of 90 days from the date that the Tender return is posted. The Council expects to decide the award of contract by 27/06/2024
- 1.6 Acceptance of the tender by the Council shall be in writing and on the Council's terms and conditions which are supplied as part of our Tender requirements. The approved bid will also be subject to a formal contract between the contractor and Council.

1.7 Tender Timelines

Below is an indication of this Tender timeline which may change. The Council reserves the right to change the below timetable and Applicants will be notified accordingly if there is a change.

ACTIVITY	DATE
Compulsory visit (contact projects@witney-tc.gov.uk to arrange)	15 April – 03 May 2024
Last date for receiving questions or points of clarification	10 May 2024
Deadline for receipt of Tenders	17 May 2024
Council to evaluate tender responses	24 May 2024
Award of Contract	27 June 2024
Contract expiry date (excluding 12 month extension option)	01 Feb 2027

1.8 Return of Tender

Completed Tenders and attachments should be submitted via email by hard copy to Mrs S Groth, sol, Witney Town Council, Town Hall, Market Square, Witney, Oxon, OX28 3UF, using the label provided.

Your Tender must be submitted by no later than **12:00 noon on 17 May 2024**. Tenders received after that time will be excluded.

1.9 Council Contact Details

Mr Adam Cook
 Project Officer
 Witney Town Council
 Town Hall
 Market Square
 Witney
 Oxon
 OX28 6AG.
 Tel: 01993 777826
 Email: adam.cook@witney-tc.gov.uk

1.10 Contract Period

It is intended that the Contract shall commence as soon after receipt of formal letter of award and standstill period as set out in the Public Contracts regulations 2015. The contract term is for 3 years with an option to extend for a further 12 months aligned with the conditions of the contract.

1.11 Insurance Levels

The contractor shall provide evidence of the appropriate levels of insurance as detailed in this section.

1.11.1 Employer's Liability Insurance

The Council's minimum requirement for Employer's Liability Insurance is £10 million.

1.11.2 Professional Indemnity Insurance

The Council's minimum requirement for Professional Indemnity Insurance is £2 million.

1.11.3 Public Liability Insurance

The Council's minimum requirement for Public Liability Insurance is £10 million.

2. Selection Questionnaire

2.1 Background Information

Witney Town has enjoyed a variety of designs and illuminations over the years managed by the Town Council. Public consultation and a working party of councillors and officers has enabled the community's views to be included in the brief/specification later in this document.

2.2 Project Objectives

The outcome of this Tender will be to identify and select a single Contractor to enter a contract with Witney Town Council providing an excellent level of creative design, service delivery, communications and value for money.

The prime objectives include:

- Provide safe, reliable and well-maintained illuminations to match the design brief and locations submitted.
- To adhere to the specified timelines.
- To respond within the specified timelines.
- To ensure health and safety is paramount in all circumstances.
- Instil pride in the local community and foster a sense ownership for the illuminations based on experience and expertise.

2.3 Project Brief

2.3.1 This tender aims to select a contractor based upon creativity, examples of previous work, financial viability, Health & Safety procedures, experience of working with Councils and expertise to deliver a fully funded project from start to finish within budget.

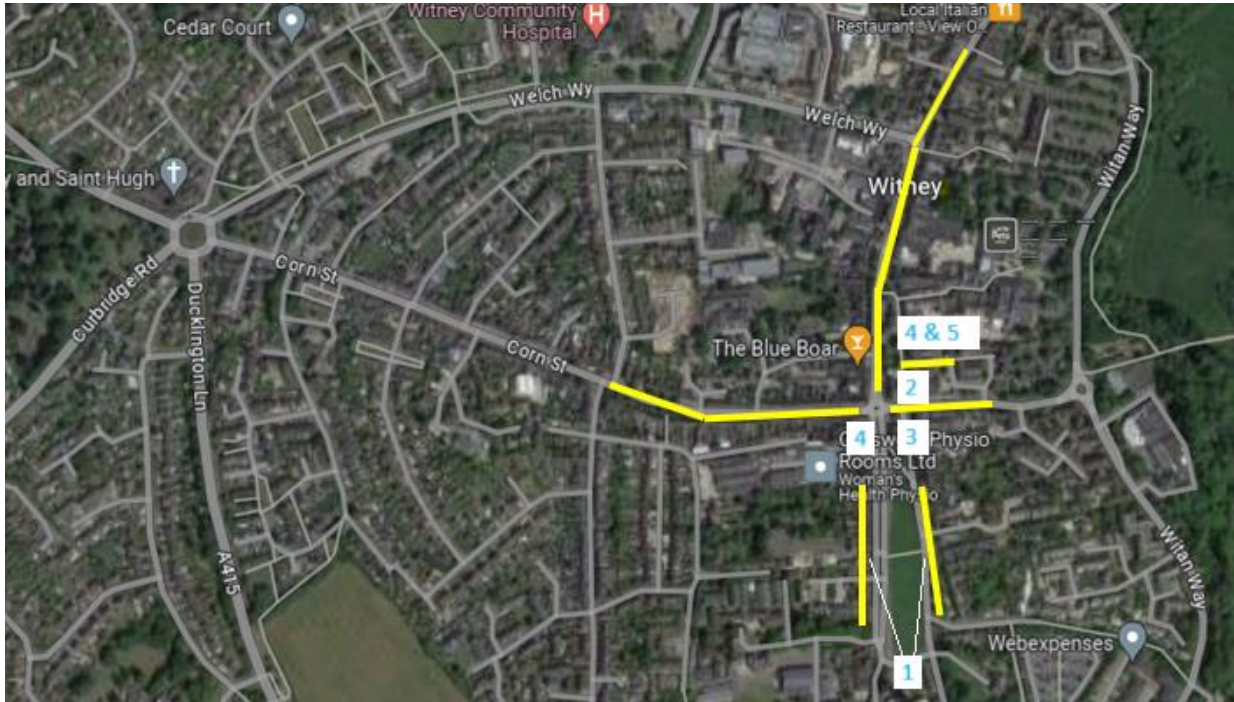
2.3.2 Tenderers are invited to provide a design that satisfies or exceeds the Council's objectives and the community's needs. Designs need to be innovative and work in harmony with Witney's architecture, ensuring display enhances our surroundings, not overpower. The overall design needs to change every year to provide variety. Designs may be refined post-award and following consultation within the 3-year duration of this contract.

Design Brief Specifications:

- Design must be created to seamlessly link up the extent of the town highlighted on the map below.
- All lighting is to be warm white and gold in colour with potential for moving light displays.
- All marked trees must have hanging decorations and potentially tree limb and trunk illuminations. (shown in appendices 1.1 to 1.5 highlighted in green)
- Displays fixed to lampposts shall not include large star illuminations.
- If contractor feels any of the building/lamp post/tree fixtures require changing then this can be in scope.
- To manufacture a custom display that depicts the 2024 "Witney Town Council Childrens Xmas Light Competition" which is typically 1.5 sq.m to be fixed on the Town Hall.
- 4x existing metal framed custom lights (previous "Children Xmas Light Competition" winners) to be displayed around the town in contractors recommended locations within the highlighted sections on map below.
- The highlighted areas (yellow) in the map below should be illuminated in a consistent, symmetrical, aesthetically pleasing and in accordance with this brief.

In addition to your design that corresponds to the highlighted areas in the map on the following page, the numbered points are requirements to include that correspond to the numbered locations on the map:

1. The two rows of lime tree's adjacent to 'Church Green' must be interlinked with festoon or icicle lights. Line of Lime Trees on West Side of Church Green need to have anchor points installed – we will advise of power source during visit.
2. Langdale Gate must have a cross-street illumination, (between Robert Dyas retail shop and RSPCA Charity shop)
3. Buttercross has 3x facias/gables that have fixtures and powers sockets – the requirement is this building needs illuminating – please note the Buttercross is classified as a high grade listed building and Witneys 'mascot', which deserves special attention.
4. Apply illuminations to two large (24 foot) Christmas trees situated in Market Square, alongside Corn Exchange and in carpark opposite Buttercross.
5. Either a moving or projected display focused on the Corn Exchange in Market Square.



- 2.3.3 Any part of the design that may be subject to permissions being obtained by external parties (e.g. landlords/building owners) will be categorised and separated within your pricing matrix, with alternative options provided, (please refer to equipment maps/street photos in appendices 1.1 to 1.5 and 2.1)
- 2.3.4 The Contractor is required to provide value for money, use local suppliers where possible, deliver added value, and cause minimum disturbance to the community throughout delivery and adhering to the Authority's requirements.
- 2.3.5 The Contractor must enter a formal agreement with the Council prior to work commencing, which enables the Contractor to propose a new design each year of the 3 year contract, based on feedback from community, Councillors and Contractor for the Council to approve in good time for the Contractor to plan and install in accordance with the critical installation dates detailed in section 2.4.13
- 2.3.6 The Contractor must not exceed the total budget for the 3 year contract term which is £160,200 including 20% VAT.
- 2.3.7 The Contractor will be expected to suggest any added value that can be offered to benefit the council and community. Contractors are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

2.4 Conditions and Specifications

Site Access and Operations:

- 2.4.1 Potential Contractors are required to attend a compulsory site visit to examine locations of current fixtures, anchor points, power sources, road traffic conditions, pedestrian pathways, trees,

potential display locations (that require permissions). Visits need to be undertaken between 15th April and 03rd May 2024.

- 2.4.2 Displays will be anchored to buildings and protected trees. Care must be taken when installing and de-installing displays. Any damage caused by the contractor must be reported immediately with agreed remedial action.
- 2.4.3 Works on the highway, footpath and pedestrian areas shall be carried out in such a manner that vehicular and foot traffic is always maintained.
- 2.4.4 Any damage to paving's, roadway kerbs, grassed areas etc or to any underground or overhead services must be made good by the Contractor at their own expense.
- 2.4.5 The Contractor must seek all necessary approvals from the Highway Authority and submit notice of the works in accordance with the "New Roads and Street Works Act 1991".
- 2.4.6 The installation works shall be carried out in line with and with the approval of Oxfordshire County Councils approval to install seasonal decorations on or above the public highway (Under Section 178 of the Highway Act 1980) Completed SD1, SD2 and SD4 to be provided to the Contract Administrator upon request for submission to Oxfordshire County Council approval.
- 2.4.7 The Contractor is advised that market days occur every Thursday and Saturday. In addition, a Farmers Market occurs once a month every 4th Friday in the month. These take place on the Market Square. These markets normally set up from 6:00 and vacate the area by 18:00.
- 2.4.8 All work shall be carried out in accordance with the Road Traffic Act and Chapter 8 of the Traffic Signs Manual and the following minimum requirements.
- 2.4.9 All work carried out with the use of a hydraulic platform shall adhere to the relevant regulations and safe working practice guidelines. Risk assessments and method statements shall be submitted to WTC prior to works commencing.
- 2.4.10 The Contractor will not be permitted to adopt any method of working which results in the operation of any plant or machinery overhead on parts of the roadways and pathways while in use by members of the public or traffic.
- 2.4.11 All work shall be carried out in accordance with the Factories Act 1961 and the Offices, Shops and Railway Premises Act 1963 and the Health and Safety at Work Act 1974, any other applicable Act and any regulations and rules or orders made thereunder.
- 2.4.12 The safety and security of operatives working at night is the responsibility of the Contractor. No claims for additional security staff will be accepted. The Contractor shall allow for any safety or security measures deemed necessary.

Key dates for the Installation, Switch On, Switch Off and Removal:

- 2.4.13 Installation, Switch On, Switch Off and Removal activities can be undertaken on the date in the following table:

Activity	2024	2025	2026
Installation Commencement From	4/11/2024	3/11/2025	2/11/2026
Installation, Commission, Test Deadline	27/11/2024 23:59 latest	26/11/2025 23:59 latest	25/11/2026 23:59 latest
Switch On	29/11/2024 Evening: time TBC	28/11/2025 Evening: time TBC	27/11/2026 Evening: time TBC
Switch Off	Monday 06/01/2025	Monday 05/01/2026	Monday 04/01/2027
Removal Commencement	From Monday 06/01/2025	From Monday 05/01/2026	From Monday 04/01/2027
Removal Deadline	Friday 17/1/2025	Friday 16/1/2026	Friday 15/1/2027

- 2.4.14 Failure to meet the obligation to achieve “Switch On” date carries a penalty clause of £750 plus £500 for each subsequent 24hr period this obligation is not fulfilled.
- 2.4.15 Failure to meet the obligation to achieve “Removal Deadline” carries a penalty clause off £250 plus £125 for each subsequent 24hours this obligation is not fulfilled.
- 2.4.16 **Remembrance Day Parades** will take place on the following Sunday mornings for the next 3 years; 10/11/2024, 09/11/2025 and 08/11/2026. The normal route is: Corn Exchange, Market Square – War Memorial, Church Green – St Mary’s Church, Church Green. **No work shall be programmed on these days. Christmas illuminations will not be erected in these locations or on Council public buildings until after Remembrance Sunday.**
- 2.4.17 The Contractor shall provide a detailed ‘Programme of Works’ for the approval of the Council at least one month prior to the date for commencement of installation.
- 2.4.18 The Contractor shall be responsible for the quality, accuracy and completion of the work in every aspect and shall employ, at all times during the continuance of the contract, a qualified Contract Engineer to supervise the work on their behalf.
- 2.4.19 The Contract Engineer shall be available every day during the installation and removal period to discuss and agree with the Council potential risks and issues that may occur in respect of the techniques in which the work is being executed.
- 2.4.20 The Contractor will be required to ensure all Christmas illuminations will be overhauled mechanically and electrically inspected to ensure that they are in good working order prior to installation. This applies to any of the existing Council owned illuminations that are used in the final design.
- 2.4.21 The Contractor shall be certified to operate lifting equipment and be correctly Street Work Approved to work on the public highway.

- 2.4.22 Operatives shall hold the 'Signing and Guarding' certificate defined by the Code of Practice 'Safety at Street Works and Road Works'. Ideally all operatives will have this certificate and as a minimum at least one member of each team.
- 2.4.23 On the day of switch on between the hours of 12:00 to 20:00, the Contractor shall provide four people, to comprise of two contract engineers, and two support operatives, with two cherry pickers to carry out a final check of the lights before and after switch-on and to make sure all displays are in good working order.
- 2.4.24 The Council shall arrange and communicate to the Contractor the time of switch-on. The provisional dates are in section 2.4.13 with a typical provision switch-on time between 18:00 and 19:00.
- 2.4.25 The Contractor will provide a plunger for the switch-on evening. This must give the illusion that the 'Switch-on guest' will activate the Christmas lights being switched-on. This must be delivered to the Council at least a full day before the event and can be removed by the Contractor following the finish of the event. The Council will agree the plunger prior to the switch-on evening.
- 2.4.26 The Contractor is required to provide on-call service 24 hours per day, seven days per week in order to respond to significant damage to/malfunction of illuminations outside scheduled maintenance periods, as required by the Council. A response time to site of 2 hours is required at all times.
- 2.4.27 Routine maintenance of the illuminations whilst in situ will be carried out twice per week during the hours 8.30am to 9.00pm. A schedule detailing the maintenance visit dates to be agreed with the Council following Switch-on.

Equipment

- 2.4.28 The Contractor shall ensure at the start of the contract that all electrical connections that are used meet all current legislation and standards, are fully tested, any works required to meet this specification to be carried out in consultation with the Council. All test certification for each connection is provided to the Council prior to commencement of initial installation of lighting display.
- 2.4.29 All materials shall be at least to the relevant British Standard or equivalent standards as may be applicable, in which case specific approval shall be sought. If no such standard exists, all materials shall be of the best quality obtainable, consistent with the type of work being carried out.
- 2.4.30 All electrical connections shall be completed by a NICEIC-registered contractor.
- 2.4.31 It is the responsibility of the Contractor to ensure that all operatives involved in the works are appropriately qualified and certified, where relevant in addition to the above.
- 2.4.32 For Council owned illuminations, the Contractor shall take full responsibility for safe keeping and storage of council owned displays and illuminations, which consists of 5 x children designed framed displays measuring approx. 1.5m². The equipment remains the responsibility of the Contractor until it is installed. When the equipment is removed the Contractor takes on responsibility until the equipment has been returned to Witney Town Council at the termination or expiry of the contract.

2.5 Performance Management

- 2.5.1 Applicants will be expected to provide a nominated account manager as the primary person that will take ownership of the management of this contract.
- 2.5.2 Witney Town Council will provide a Project Officer to administer the contract and an Operations Manager to support.
- 2.5.3 The Lighting infrastructure network is in good condition however any repairs, alterations and extensions will need to be identified and delivered by the contractor, subject to approval by the council. Documents relating to the infrastructure and equipment locations are provided in this tender document. Please note: the costs for works to the infrastructure are not included in the tender pricing for this contract, (appendices 1.1 – 1.5).

3. Selection Questionnaire

3.1 Notes for completion

- 3.1.2 “Council” means the public sector contracting body, that is seeking to invite suitable suppliers to participate in this procurement process.
- 3.1.3 “You”/ “Your” or “Supplier” means the body completing these questions i.e. the legal entity seeking to be invited to the next stage of the process and responsible for the information provided. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- 3.1.3 This Selection Questionnaire has been designed to assess the suitability of a Supplier to deliver the Council’s contract requirements.
- 3.1.4 Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
- 3.1.5 Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. Failure to complete and clearly index additional information may result in such information being excluded.
- 3.1.6 Please return a completed version of this document in accordance with the Submission requirements.

3.2 Verification of Information Provided

- 3.2.1 Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 9 of this Selection Questionnaire relating to Technical and Professional Ability) the Council may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

3.3 Sub-contracting arrangements

- 3.3.1 Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 3.3.2 The Council recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.
- 3.3.3 The Contractor shall be responsible for providing sufficient detail of how they will manage the safe and high quality delivery of service when using sub-contractors. Any blame culture for substandard sub-contractor performance will not be tolerated.

3.4 Consortia arrangements

- 3.4.1 If the Supplier completing this Selection Questionnaire is doing so as part of a proposed consortium, the following information must be provided:
- names of all consortium members.
 - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
 - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
- 3.4.2 Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.
- 3.4.3 All members of the consortium will be required to provide the information required in all sections of the Selection Questionnaire as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.
- 3.4.4 Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
- 3.4.5 The Council recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond based on the arrangements as currently envisaged. Suppliers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Council reserves the right to

deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

3.5 Confidentiality

- 3.5.1 When providing details of contracts in answering section 9 of this Selection Questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.5.2 The Council reserves the right to contact the named customer contact in section 9 regarding the contracts included in section 9. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.5.3 The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.
- 3.5.4 The contractor understands that any communications between themselves and the council could be subject to the freedom of information act. Any such requests will be assessed individually and dealt with in accordance with the "Freedom of Information Act". The exemptions set out in Section 43 of the FOI Act (Commercial Interests) may apply to protect commercially sensitive information.

4. Supplier Information

4.1 Supplier Details	Answer	
Full name of the Supplier completing the Selection Questionnaire		
Registered company address		
Registered company number		
Date of Incorporation		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i. a public limited company	
	ii. a limited company	
	iii. a limited liability	

	partnership	
	iv. other partnership	
	v. sole trader	
	vi. other (please specify)	
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i. Voluntary, Community and Social Enterprise (VCSE)	
	ii. Small or Medium Enterprise (SME) ¹	
	iii. Sheltered workshop	
	iv. Public service mutual	

4.2 Bidding Model

Please mark 'X' in the relevant box to indicate whether you are;

i. Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself.	
ii. Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services. If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	
iii. Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services. If yes, please provide details of your proposed bidding model that includes members of the	

<p>supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	
<p>Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p><u>Consortium members</u></p> <p><u>Lead member</u></p>
<p>iv. Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>
<p>4.3 Contact Details</p>	
<p>Supplier contact details for enquiries about this Selection Questionnaire</p>	
<p>Name</p>	
<p>Postal address</p>	
<p>Country</p>	
<p>Phone</p>	
<p>Mobile</p>	
<p>E-mail</p>	
<p>4.4 Licensing and Registration</p>	

Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
	If Yes, please provide the registration number in this box.	
Is it a legal requirement for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.	

5. Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).	After completion of this section; if you have answered "yes" to question 5.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position, please provide details using a separate Appendix. You may contact the authority for advice before completing this form.	
5.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the		

Prevention of Corruption Act 1906;		
c. the common law offence of bribery;		
d. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
e. any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
i. the offence of cheating the Revenue;		
ii. the offence of conspiracy to defraud;		
iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
vi. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
vii. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
viii. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		

ix.	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying, or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
f.	any offence listed—		
i.	in section 41 of the Counter Terrorism Act 2008; or		
ii.	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
g.	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
h.	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
i.	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
j.	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; or any offence involving Racial Discrimination		
k.	an offence under section 59A of the Sexual Offences Act 2003; or any offence involving Sexual Harassment		
l.	an offence under section 71 of the Coroners and Justice Act 2009		
m.	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
n.	any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		

i. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
ii. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		

<p>Non-payment of taxes</p> <p>5.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		
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6. Grounds for Discretionary Exclusion – Part 1

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

6.1 Within the past five years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
a. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and		

labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
b. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
c. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
d. your organisation has entered into agreements with other economic operators aimed at distorting competition;		
e. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
f. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
g. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		

<ul style="list-style-type: none"> h. your organisation— i. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or ii. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or 		
<ul style="list-style-type: none"> i. your organisation has undertaken to 		
<ul style="list-style-type: none"> (i) unduly influence the decision-making process of the contracting authority, or 		
<ul style="list-style-type: none"> (ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or 		
<ul style="list-style-type: none"> j. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. 		

6.2 Conflicts of interest

In accordance with question 6.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Supplier.

6.3 Taking Account of Bidders’ Past Performance

In accordance with question 6.1 (g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a customer or other means of evidence). The Council may consider any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Selection Questionnaire. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may

also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

6.4 'Self-cleaning'

Any Supplier that answers 'Yes' to questions 5.1, 5.2 and 6.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The supplier must demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct.
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

7. Grounds for Discretionary Exclusion – Part 2

Not applicable

8. Economic and Financial Standing

Financial Information

8.1	Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.	
	a. A copy of the audited accounts for the most recent two years	
	b. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	
	c. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
	d. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an	

	alternative means of demonstrating financial status).		
8.2	Where the Council has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this Selection Questionnaire, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.	Yes	No
8.3	(a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:		
	Name of the organisation	N/A	
	Relationship to the Supplier completing the Selection Questionnaire	N/A	
	If yes, please provide Ultimate / parent company accounts if available.		
	If yes, would the Ultimate / parent willing to provide a guarantee if necessary?		
	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)		
9. Technical and Professional Ability			
Relevant experience and contract examples			
<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Council's requirement. Contracts for supplies or services should have been performed during the past <u>five</u> years. The named customer contact provided should be prepared to provide written evidence to the Council to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2
		Contract 3	
9.1	Name of customer organisation		

9.2	Point of contact in customer organisation Position in the organisation E-mail address			
9.3	Contract start date Contract completion date Contract Value			

10. Additional Selection Questionnaire Modules

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

10.1 Project Specific questions to assess Technical and Professional Ability

Further project specific questions relating to the technical and professional ability of the supplier.

Please self-certify against the requirements below (Please indicate your answer by marking 'X' in the relevant box):

Does your organisation require your staff and your sub-contractor's staff to undergo a Disclosure and Barring Service (DBS) check to the standard level.

Please self-certify that your organisation has a Safeguarding Policy or would be willing to ensure that one is in place upon award of the Framework Agreement that complies with current legislative requirements.

10.2 Insurance

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):

Employer's (Compulsory) Liability Insurance = £10,000,000

Public Liability Insurance = £10,000,000

Yes

No

Yes

No

Professional Indemnity Insurance = £2,000,000		
* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.		
10.3 Compliance with Equality Legislation		
Please indicate your answer by marking 'X' in the relevant box: For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	Yes	No
In the last five years, has any finding of unlawful discrimination been made against anyone within your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?		
In the last five years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered "yes" to one or both questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.		
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
10.4 Environmental Management		
(Please indicate your answer by marking 'X' in the relevant box):	Yes	No
Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last five years by any environmental regulator or authority (including local authority)? If your answer to this question is "Yes", please provide details in		

<p>a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 5 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>		
<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>		
<p>10.5 Health and Safety</p>		
<p>(Please indicate your answer by marking 'X' in the relevant box):</p>	Yes	No
<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>		
<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 5 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>		
<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>		
<p>10.6 Equalities</p>		
<p>(Please indicate your answer by marking 'X' in the relevant box):</p>	Yes	No
<p>Do you have an equality/diversity policy to comply with your statutory obligations under the Race Relations Amendment Act, the Sex Discrimination Act including gender reassignment, Disability Discrimination Act, Employment Equality Regulations on age, sexual orientation and religion and belief?</p> <p>If, yes please attach a copy in the appendix.</p>		
<p>Does your equality policy include the commitment not to treat anyone less favourably because of gender, age, religion and</p>		

<p>belief, colour, race, nationality or ethnic origin, sexuality or disability in relation to decisions to recruit, train or promote employees and in delivering services?</p>		
<p>In the last three years has any finding of unlawful race, sex, religious and belief, age, sexuality, or disability discrimination been made against your organisation by any court or employment tribunal – service provision, contract or employment?</p>		
<p>In the last three years has your organisation been the subject of a formal investigation by the former Disability Rights Commission, Commission for Racial Equality, or the Equal Opportunities Commission or the Equality and Human Rights Commission on grounds of alleged unlawful discrimination – service provision, contract or employment?</p>		
<p>If the answer to the two questions above is yes, and an adverse finding was made against your organisation, what steps did you take as a result of that finding or termination of contract?</p>		
<p>Is your policy on equal opportunities/diversity set out in:</p> <ul style="list-style-type: none"> • instructions to those concerned with recruitment, training and promotion and service delivery? • documents available to employees, recognised trade unions or other representative groups of employees? • recruitment advertisements or other literature? • service delivery guidance notes or procedures or in your quality manual? <p>Please send examples of the instructions, documents, recruitment advertisements or other literature.</p>		
<p>Do you observe, as far as possible, the Commission for Racial Equality’s Code of Practice in Employment, as approved by Parliament in 1983 and amended in 2005?</p>		
<p>Do you also observe the Disability Discrimination Act’s Code of Practice on Employment and Occupation and the Codes of Practice on Rights of Access, services to the public, public authority functions and private clubs and premises? These give practice guidance on making your employment opportunities and service delivery accessible to disabled people.</p>		

10.7 Quality		
(Please indicate your answer by marking 'X' in the relevant box):		
	Yes	No
Please self-certify that your organisation holds a quality certificate such as ISO9001 (or equivalent) or a policy that attests to your organisations' approach to quality management.		
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
Declaration		
<p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of -</p> <p>I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the Authority's requirement.</p> <p>The following appendices form part of our submission;</p>		
Section of Selection Questionnaire	Appendix number	
Award Questions:	Appendix Number	

SELECTION QUESTIONNAIRE COMPLETED BY		
8.2	Name	
8.3	Role in organisation	
8.1	Date	

Selection Questionnaire – Template for Appendices

Appendix Number -
Selection Questionnaire section -
Question number -

11 Award

11.1 Award Criteria

The following criteria and weightings will be applied in the evaluation of the questions asked of Applicants within this section 11 **Award**.

Evaluation Criteria Breakdown		Evaluation Weighting
Quality		80%
Quality (total % weighting totals 100% of this measure)	Design	40%
	Health and Safety	15%
	Previous Project Experience	10%
	Project Management and Communication	10%
	Environment	10%
	Maintenance	10%
	Social Value	5%
Price	Price	20%

11.2 Scoring Guidelines

The questions asked of Applicants within this section 11 **Award** shall be scored using the marking system described within this section. Applicants should refer to the Council’s minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant's proposal. It should be noted that to achieve the highest scores available the Applicant must not only meet but exceed the Council's minimum requirements, where these are stated.

All scored question shall be evaluated in accordance with the guidelines below:

Score 0	No response	No response	
Score 1	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
Score 3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
Score 4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good
Score 5	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Council's requirements to the minimum level	
Score 6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Council's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
Score 7	Good	Good proposal/response that convinces the Council of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
Score 8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	Strong - Excellent
Score 9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
Score 10	Outstanding/Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

11.3 Award Questions

Question Number	Question
Design (40% of Quality)	
11.3.1	<p>The Applicant shall provide a design demonstrating:</p> <ul style="list-style-type: none">• adherence to the defined areas in Witney Town centre (appendix refs 1.1 to 1.5)• understanding and appreciation of Witney’s architecture, community values and surroundings• aligned with the conditions detailed in this document• maximum visual impact and value for money
<p>Council’s minimum requirements: Clear and presentable designs in an electronic and paper format that provides a detailed view of all displays and locations. If proposed design includes a moving display, please provide a hyperlink that we can access during the evaluation meeting that shows the animation. The scale of the design and size of displays should be noted in the documentation. Any appendices need to be clearly referenced.</p>	
<p>Response (max 500 words)</p>	

Health & Safety (15%)

11.3.2

The Applicant shall provide a statement detailing proposals to deliver this contract in a controlled manner demonstrating how all aspects of health and safety will be managed and maintained for the duration of the contract. This should include the regulatory standards that you and your displays will abide by (e.g. IPAS IMAS G39)

Council's minimum requirements: The Council is looking for evidence that the applicant can manage a safe site and working environment from the planning stage through to completion. To provide details of how health and safety is managed within your company and specifically for this contract enclosing a copy of your Health and Safety Policy, risk assessments and method statements and other declarations or information/instructions issued by your organisation. All appendices need to be clearly referenced.

Response: (max 500 words)

Previous Project Experience (10%)

11.3.3

Please provide a brief description of previous contracts you have delivered which are relevant to this project, including evidence as to your technical capability and if relevant working with councils and/or public sector.

Council's minimum requirements: The Council is looking for relevant project examples which demonstrate the Applicants' track history of successful project delivery. This will include previous experience in relation to managing and delivering contract of a similar nature to that required here, as well as detail of how that experience will be used during the delivery of this Contract. The Council is also looking for evidence of the Applicant's previous experience of working collaboratively with key stakeholders.

Response: (max 500 words)

Project Management and Communication (10%)

11.3.4

The Applicant shall provide a brief summary of their project management methodology and how they manage their clients' expectations throughout the project lifecycle. This includes a description of the project documents you provide and how you plan to achieve a high standard of communication.

Council's minimum requirements: The Council is looking for details of how you plan the project milestones and delivery, stakeholders, communication, risks and issues, cost and quality. We are keen to learn who will be responsible for delivering these tasks and milestones by means of a detailed project plan and organisational chart showing the internal structure of your organisation or company. A communication plan should be included to liaise with the Council and key stakeholders throughout the life of the Contract.

Response: (max 500 words)

Environment (10%)

11.3.5

The Applicant will provide information of their environmental management policy and process and how environmentally friendly their illuminations are to include details of energy consumption per display item.

Council's minimum requirements: The Council is looking for an itemised list of displays (including any string lighting) with energy ratings and usage presented in a table format. Also details of how the contractor will improve their environmental performance through more efficient use of resources and reduction of waste, gaining a competitive advantage and the trust of stakeholders. The council is committed to becoming carbon neutral and ensure a more environmentally friendly future for our residents.

Response: (max 500 words)

Maintenance (10%)

11.3.6

The Applicant will provide information to enable the Council to understand and plan for maintenance to maximise safety and reliability.

Council's minimum requirements: The Council is looking for details of maintenance requirements and tasks. These include a maintenance plan for the project duration that highlights the maintenance tasks required. We also need details that the displays are correctly tested and inspected prior to installation, safely installed and the process for issues identified and rectification. The plan should also provide maintenance tasks for unexpected weather events and power outages.

Response: (max 500 words)

Social Value (5%)

11.3.7

The Applicant will adhere to the Public Services (Social Value) Act (2013) which requires all public sector organisations and their suppliers to look beyond the financial cost of a contract to consider how the services they commission and procure can improve the economic, social and environmental wellbeing of an area.

Council's minimum requirements: The Council is looking for details of how your project could contribute to the wider community, local businesses, attract visitors and consider displays that encourage inclusivity within Witney.

Response: (max 500 words)

Price (20%)

11.3.8

Applicants must note a project budget of £44,500 every year for 3 years, totalling £133,500 exc. VAT. These budget values shall not be exceeded.

Council's minimum requirements: Applicants are required to give a breakdown of the costs in accordance with their project plan tasks/milestones for each of the 3 years. Please use the "Activity Schedule" in page 34 for guidance.

Examples of cost to include within Activity Schedule:

- surveys, utilities searches & engineering drawings.
- project management (to include H&S and CDM compliance).
- provision of a formal contract that protects the interests of both Contractor and Council.
- pre-installation inspection and check/replace fixtures.
- opening event.
- removal and storage.
- post installation inspection.

The applicant is required to provide a detailed cost matrix that demonstrates the cost of hire for each display and piece of equipment.

As detailed in section 2.3.4 – the design may be affected by landlord/building owners permissions post-award. Applicants need to provide costs for alternative designs if we do not obtain the required permissions.

The Applicant may include additional lines within the Activity Schedule as required. The Contractor will not exceed the rates quoted within its Bid at any time during the Contract. Please note that this information will not be scored as part of the procurement process.

Response: (max 500 words)

Project Costs

Activity Schedule (please add and amend as necessary)

The Applicant must complete the Price column exclusive of VAT where applicable.

Item Number	Description	Price (£)
1	Consultation and design	
2	Engineers site visit, surveys, utility searches etc	
3	Produce drawings and design	
4	Project Management/H&S/RAMS & CDM Compliance	
5	Prelims – insurances, access, safety signage, heras, plant hire.	
6	Illuminations & displays	
7	Communication Plan and customer liaison	
8	Installation	
9	Post Install inspection/test/maintain	
10	Opening Event	
11	Removal	
12	Post Removal inspection	
13	Storage and annual inspection and test	
Segregated section where permission is required by landlords and occupiers		
14	Corn Street as detailed in the map in 2.3.2	
	Total of the prices (excluding VAT)	

Price Validity Period

As a minimum, all prices submitted must remain fixed and firm for nine months from date of Contract commencement. In support of this, please detail exactly how long your prices will remain fixed and firm for below:

Prices will remain valid for ____ years and ____ months from the beginning of this Contract (Applicant to complete).

Price Review Proposals

The Council does not expect the Applicant to implement any price increases throughout the life of this Contract. The Applicant’s signature at Pricing Schedule Declaration will be assumed to be an acceptance of this condition. Applicant’s whose price review proposal differs from the Council’s expectations under Price Review Proposals must state their proposal below.

Price Review Proposal if different from above: N/A

Contract Renewal

No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Council in writing.

Pricing Schedule Declaration

Offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of: <i>(State official position, i.e. Director, Manager, etc.)</i>	
Organisation name and postal address:	
Telephone No:	Fax No:
* <i>(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

Conditions of Tender

<p>WITNEY TOWN COUNCIL</p> <p>CONDITIONS OF TENDER</p>	
<p>Reference number and Title of Contract: Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant’s Offer</p>	
1.	<p><i>Tenders are invited for the supply of the goods or services specified or described in the invitation. Tenders with conditions of contract duly completed should be marked with the title of the Contract and returned in hard copy to: . Tenders must be returned no later than the specified time and date. Tenders received after the time stated or not properly completed will be disregarded. Facsimile copies will not be accepted.</i></p>
2.	<p><i>The Contract shall be subject to the specified terms and Conditions of Contract. Offers by Applicants made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. No alteration must be made to the printed conditions or schedules. Any Tenders bearing such alterations will not be considered.</i></p>
3.	<p><i>The Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as Tendered for separately.</i></p>
4.	<p><i>The Supplier, immediately upon becoming aware of the same, shall notify the Council of any Accidental damage or breach of any statutory provision relating to any way to the provision of or connected with the Contract or any individual Order there under.</i></p> <p><i>If requested to do so by the Council, the Supplier shall provide any relevant information in connection with any legal inquiry arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings arising out of the provision of the Contract.</i></p>
5.	<p><i>If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any contract with the Council or if the like acts shall have been done by any person employed by the Supplier or acting on the Supplier’s behalf (whether with or without the knowledge of the Supplier) or if in relation to the Contract or any other contract with the Council, the Supplier or any other persons employed by the Supplier or acting on the Supplier’s behalf, shall have committed any offence under the Prevention of Corruption Act 1889-1916 or shall have given any fee or reward to any member or officer of the Council the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, the Council shall be entitled at its option to rescind the Contract or to terminate the Supplier’s employment under the Contract and without prejudice to Condition 22.4 to recover from the Supplier the amount of any loss</i></p>

resulting from such termination.

The Council has relied on the information provided by the Supplier contained in the Form of Tender and any presentation submitted to the Council prior to its acceptance and prior to the Council entering into the Contract and any material misrepresentation contained therein shall entitle the Council to rescind or terminate this Contract at its option.

The Council shall be entitled forthwith upon the happening of any of the following events to Terminate this Contract, such events being:

- *Discovery of a material misrepresentation by the Supplier prior to the execution of this Contract.*
- *Any material breach or a series of persistent minor breaches by the Supplier of the Contract or any Order pursuant thereto which in the opinion of the Council justifies termination of the Contract.*
- *The Supplier becoming bankrupt or making a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.*
- *The Supplier having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver.*
- *The Supplier having a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.*
- *The Supplier having a provisional liquidator, receiver or manager of its business or unduling duly appointed.*
- *The Supplier having an administrative receiver, as defined in the Insolvency Act 1986, appointed.*
- *The Supplier having possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge.*
- *The Supplier being in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the Court to make a winding up order.*

Then in any such circumstances the Council may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect.

If the Contract is terminated as provided in the above conditions and is not reinstated, the Council shall:

- *cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment shall have been calculated and provided such calculation shows a sum or sums due to the Supplier;*
- *be entitled to employ and pay other persons to provide and complete the provisions of the Contract or any part thereof or any Order pursuant thereto;*
- *be entitled to deduct from any sum or sums which would have been due from the Council to*

	<p><i>the Supplier under this Contract or any other contract or any Order pursuant thereto to be entitled to recover the same from the Supplier as a debt, any loss or damage to the Council resulting from or arising out of such termination. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Contract, any individual Order or any part thereof.</i></p> <ul style="list-style-type: none"> • <i>when the total costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment have been calculated and deducted so far as practicable from any such or sums which would have been due to the Supplier, any balance shown as due to any Council shall be recoverable as a debt.</i> • <i>The rights of the Council under this Condition are in addition to and without prejudice to any other rights they may have.</i>
6.	<i>The Council reserve their right at Common Law and in Equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract or any Order pursuant thereto.</i>
7.	<i>The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.</i>
8.	<i>No amendments to the Contract or any Order pursuant thereto shall be binding unless in writing and signed by the relevant Contract Manager on behalf of the Council and by the duly authorised representative of the Supplier and expressed to be for the purpose of such amendment.</i>
9.	<i>In the event of any patent inconsistency between the provisions of the Specification and any of the Conditions of Contract the Conditions shall prevail SAVE that in the event of the Specification containing exemplification of any aspect of a particular Condition or Conditions then to the extent of such exemplification the same shall have force and effect and in the event of ostensible ambiguity or inconsistency the Council shall be the sole arbiter of the same and shall instruct the Supplier accordingly.</i>
10.	<i>Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post, by electronic mail or facsimile transmission to the last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.</i>
11.	<i>Forbearance, indulgence or failure by the Council or their Contract Manager at any time to enforce the provisions of the Contract or to require performance by the Supplier of any of the provisions of the Contract or any Order pursuant thereto shall not be construed as a permanent waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.</i>
12.	<i>Save in respect of Termination pursuant to the condition above (in respect of which the rights of the Council shall be absolute) or any other condition where the discretion of the same is stated to be absolute any dispute or difference which may arise between the Council and the Supplier in connection with or arising out of the Contract may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Council and the Supplier or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.</i>

13.	<i>The Supplier hereby acknowledges the statutory obligations on the Council imposed by the Freedom of Information Act 2000 in respect of the disclosure of information held by the Council generally, and to the intent that the same impacts on this Contract such obligations shall have affect and take precedence notwithstanding anything otherwise contained or referred to in the tender submitted or any Conditions of Contract relevant to such tender AND the Supplier shall use its reasonable endeavours to assist the Council to ensure compliance with the same.</i>
14.	<i>Invoices shall be submitted to Accounts Payable at the Town Hall, at monthly periods as specified by the Council. Invoices shall be accompanied by a full breakdown of charges relating to the services provided by the Operator. Should any work not have been completed, then the amount for that work will be deducted from payment.</i>
4.	<p>To WITNEY TOWN COUNCIL</p> <p>I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our Tender either in whole or in part, to supply (<i>or perform the services</i>), on such terms and conditions and in accordance with such specifications (<i>if any</i>), as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Council, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.</p>
Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
*(<i>It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed.</i>)	

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING

The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.

Box A – Consortium

I/We the undersigned do hereby certify that:-

- (a) the consortium’s Tender is bona fide and intended to be competitive;
- (b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;
- (c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.
- (e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act.
- (f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.
- (g) I/we hereby certify that if any member of the consortium is related to any member or holder of any office under the council, I/we will disclose the relationship in writing to the Town Clerk. I/we understand that if I/we fail to do so I/we will be disqualified from this contract and, if engaged, the contract may be withdrawn without further notice.

Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the Tender 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 or other quotations necessarily required for the preparation of the Tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.
- (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best

of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.

(f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.

(g) I/we hereby certify that if I/we am/are related to any member or holder of any office under the council, I/we will disclose the relationship in writing to the Town Clerk. I/we understand that if I/we fail to do so I/we will be disqualified from this contract and, if engaged, the contract may be withdrawn without further notice.

Signed*:

Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc*

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

Certificate of Confidentiality

CERTIFICATE OF CONFIDENTIALITY	
<p>I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.</p> <p>It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.</p>	
Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of: <i>(State official position, i.e. Director, Manager, etc.)</i>	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

Commercially Sensitive Information

I declare that I wish the following information to be designated as Commercially Sensitive.

The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

Conflict of Interest

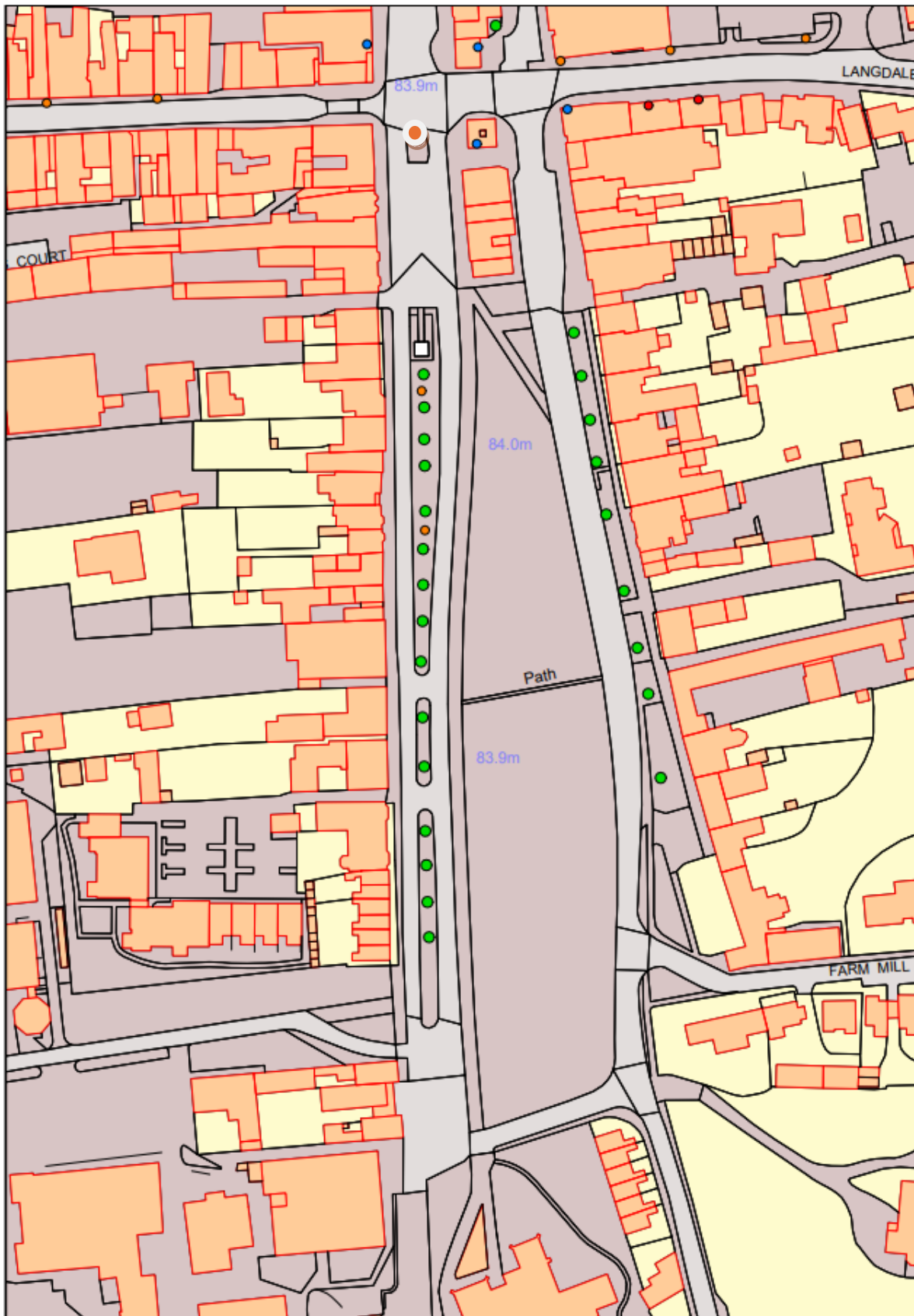
CERTIFICATE OF CONFLICT OF INTEREST	
I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):	
I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.	
Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

Appendix 1

Maps detailing the location of:
Network electricity connections
Trees to be illuminated
Lamp posts for motifs

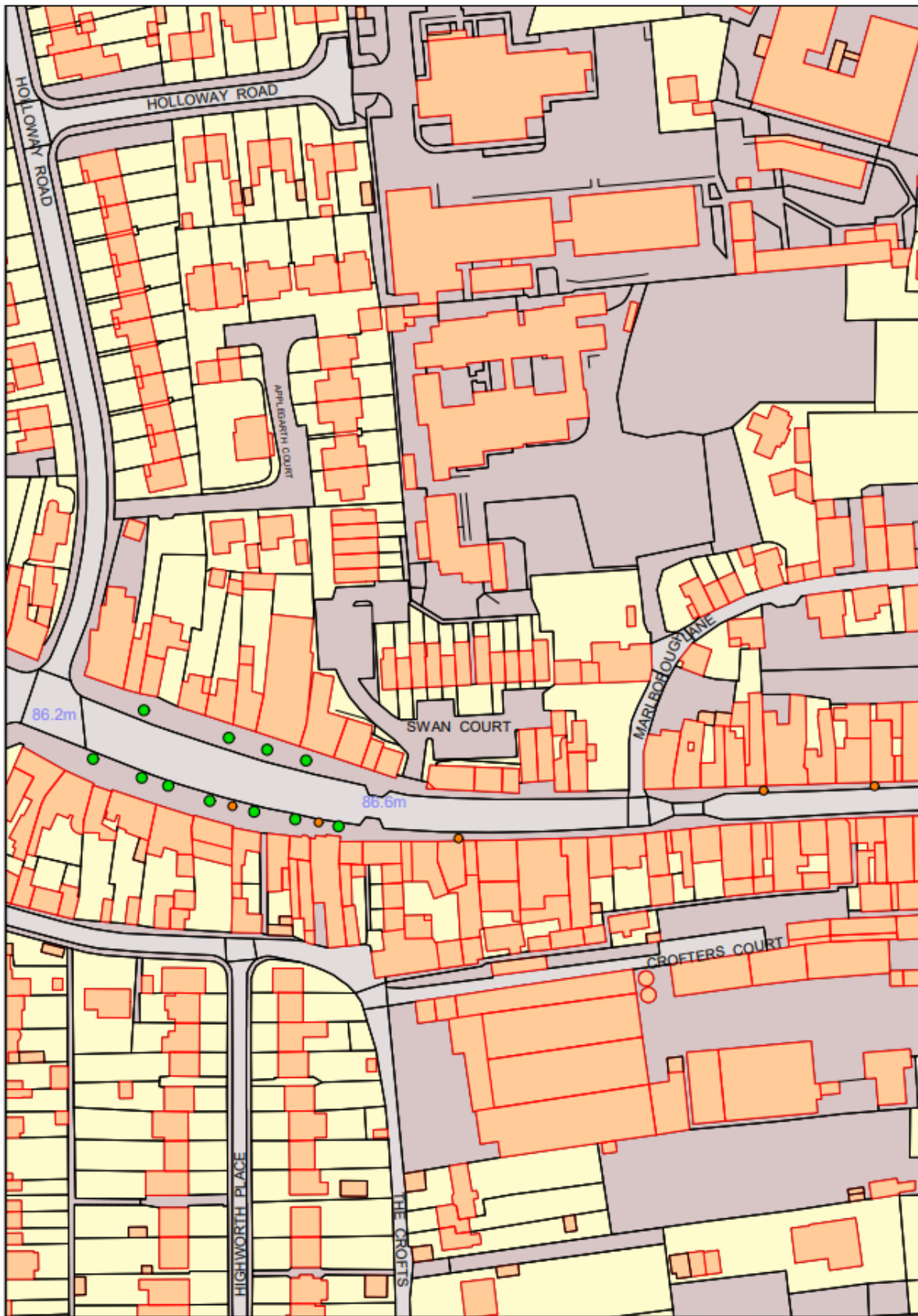
APPENDIX 1.1:
"CHURCH GREEN" – OX28 4AW

KEY: RED = Wall Bracket. BLUE = Power Supply. GREEN = Tree. ORANGE = Lamp Post/Power.



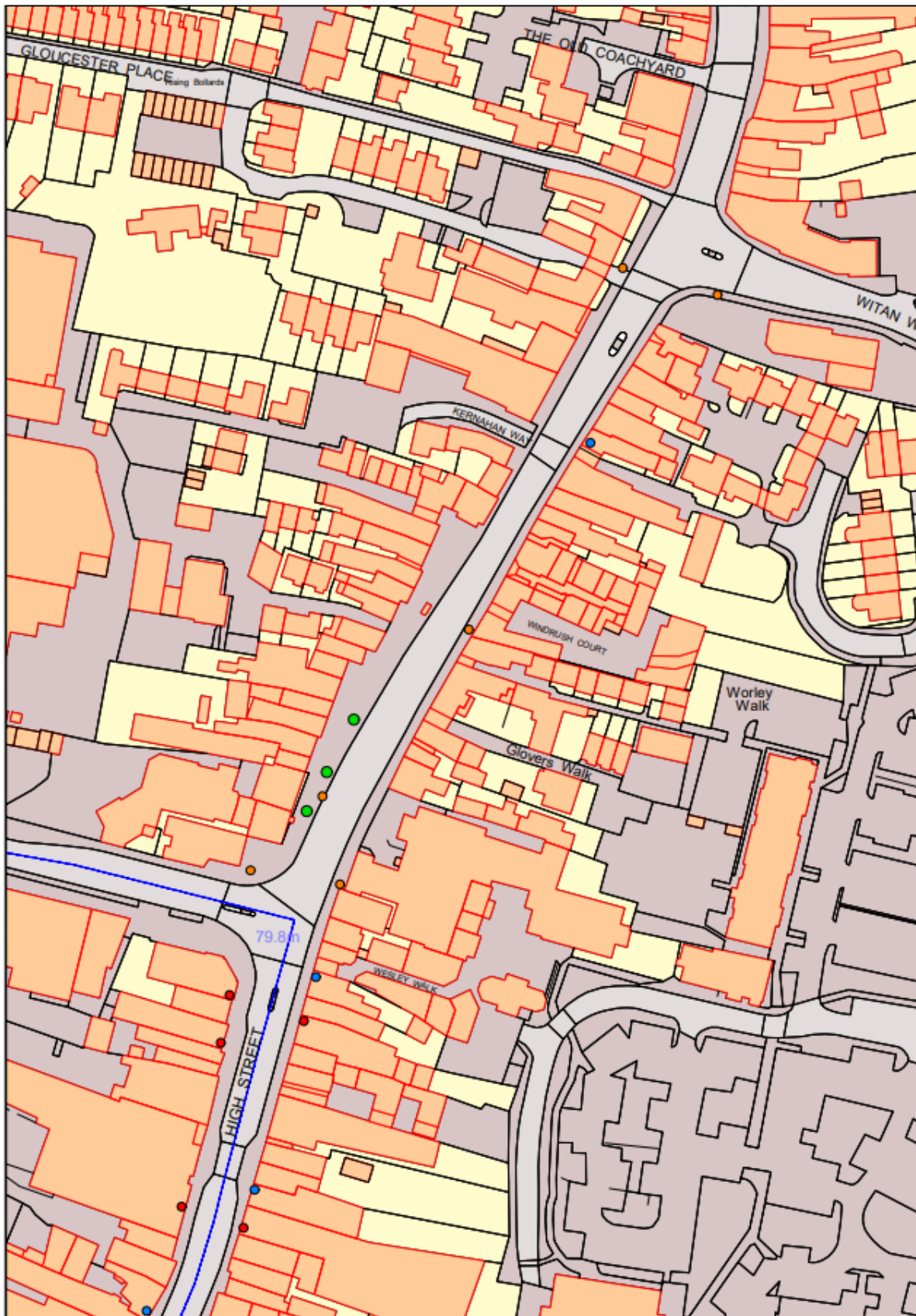
APPENDIX 1.2:
"CORN STREET" – OX28 6DB

KEY: RED = Wall Bracket. BLUE = Power Supply. GREEN = Tree. ORANGE = Lamp Post/Power.



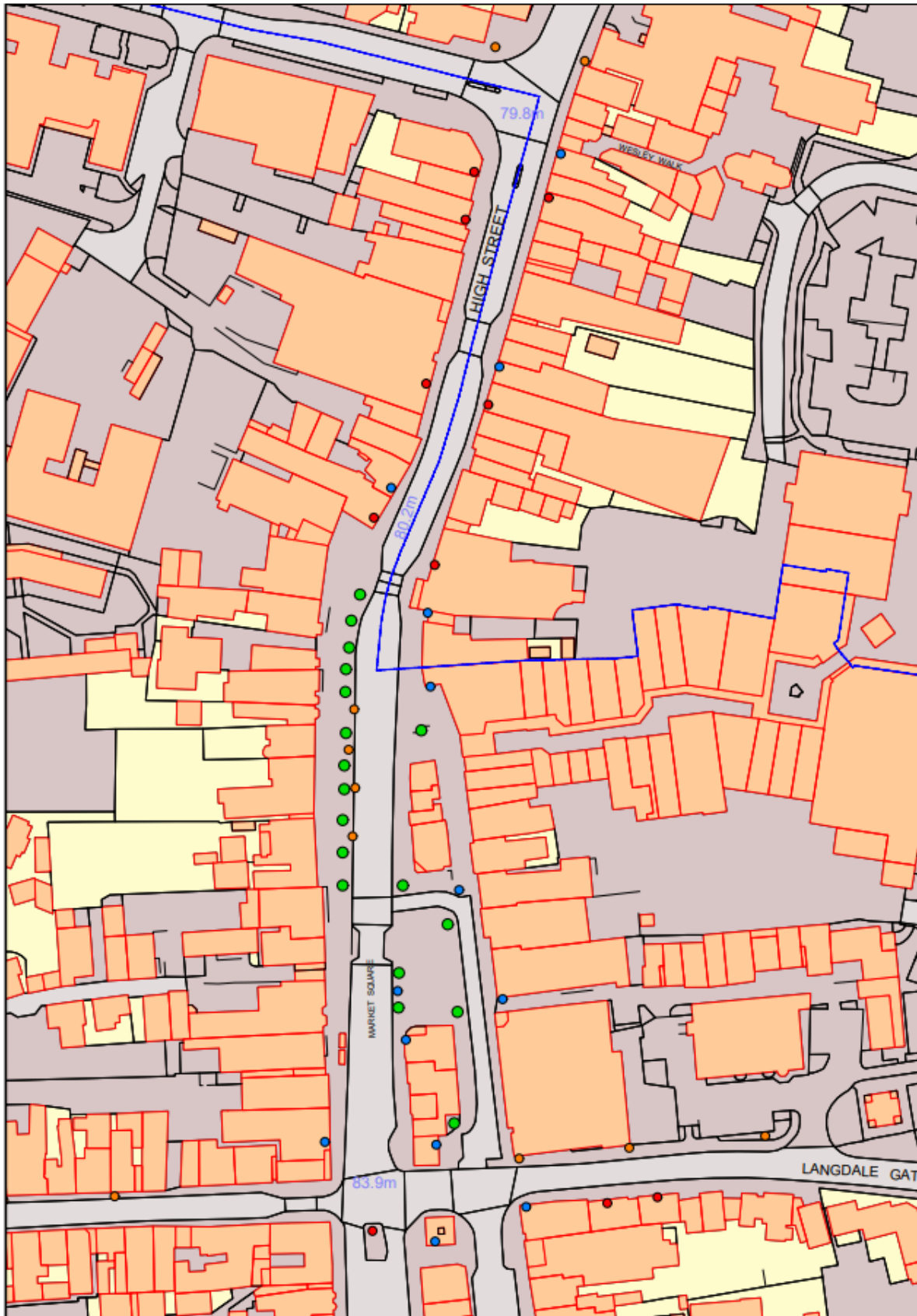
APPENDIX 1.3:
"HIGH STREET 1" – OX28 6XP

KEY: RED = Wall Bracket. BLUE = Power Supply. GREEN = Tree. ORANGE = Lamp Post/Power.



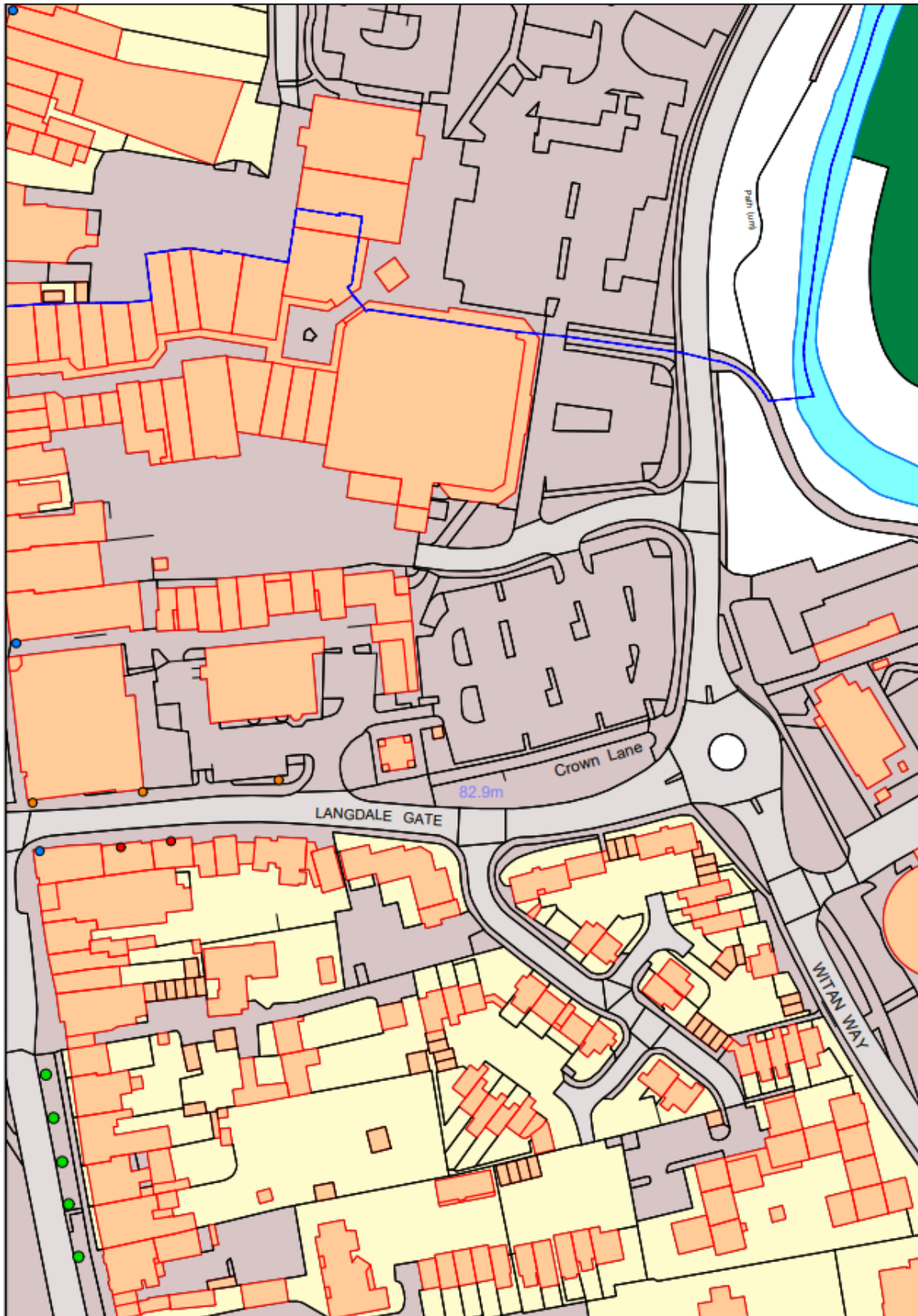
APPENDIX 1.4:
"HIGH STREET 2" – OX28 6AA

KEY: RED = Wall Bracket. BLUE = Power Supply. GREEN = Tree. ORANGE = Lamp Post/Power.



APPENDIX 1.5:
"LANGDALE HALL" – OX28 6AD

KEY: RED = Wall Bracket. BLUE = Power Supply. GREEN = Tree. ORANGE = Lamp Post/Power.



APPENDIX 2.1:

GOOGLE STREET VIEWS TO SUPPORT MAPS IN APPENDICES 1.1 to 1.5

“HIGH STREET 1”



“HIGH STREET 1”



“HIGH STREET 2”



“HIGH STREET 2”



“HIGH STREET 2”



“HIGH STREET 2”



“HIGH STREET 2”



“HIGH STREET 2”



“LANGDALE HALL”

