



Linköpings
kommun



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Vinterljus 2019 (Winter Lights 2019)

Call for concepts

UH-2019-66

Drawn up on 2019-05-07

The Committee for Urban Planning

1 General information

Description

Vinterljus, *Winter Lights*, is finally back! Linköping municipality is inviting artists and designers in lighting, video and set design to become inspired to create something creative, fun, innovative, exciting and brilliant for this year's edition of Vinterljus! Linköping municipality is hereby calling for tenders for light installations at Vinterljus 2019. This year's theme for Vinterljus is '**movements**'. The light installations' inherent idea and connecting theme must be based on a free interpretation of the concept of movement.

Vinterljus aims to give the city's inhabitants and visitors a beautiful and spectacular backdrop for their personal Christmas celebrations, reinforce the sense of Linköping as an exciting and welcoming city, and create a bubbling inner city that combines culture and technology in a challenging and inspiring way!

Vinterljus will run from 13 to 26 December 2019 and be sited in the central parts of Linköping. The deadline for submitting tenders is 10 June 2019.

2 Contract

General conditions

This year's theme for Vinterljus, which must be reflected in the installations, is 'movements'. This is a multifaceted concept and may be interpreted freely. It is an advantage if the installations appeal to several senses, i.e. not just sight but also hearing, and why not our sense of smell too? The purchaser will greatly appreciate light installations that are interactive, where the viewer takes part in creating the experience. We would like plenty of interactivity, with visitors channelling their inner child regardless of their age!

Sites

Vinterljus will be sited in the central parts of Linköping. A map is included in the annex. The call for concepts comprises five (5) sites, described below. See the annex as well, where the locations are shown in photographs. All the sites are outdoors in Linköping's inner city. Tenderers are responsible for obtaining any information about the location, aspect and conditions of the sites necessary for fulfilling the contract.

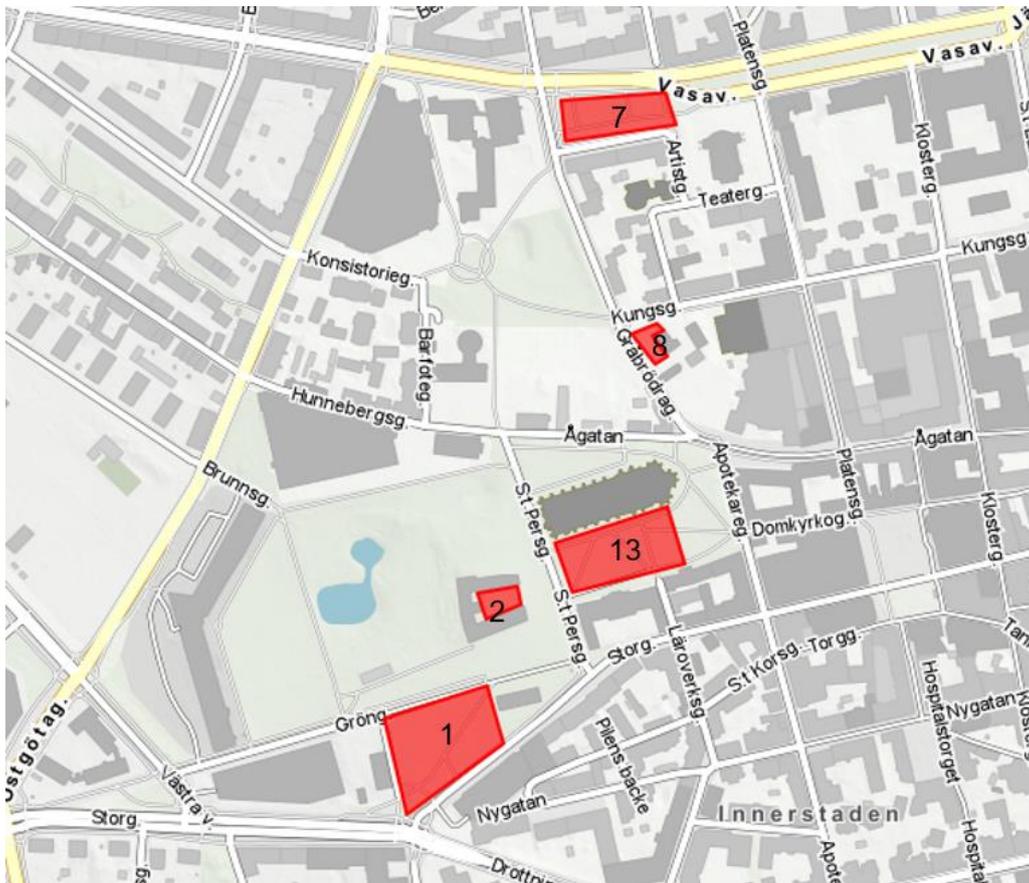


Image 1: Location of the sites in Linköping's inner city

Site 1: Borggårdsparken

Conditions

The site is a park area south of Linköping Castle, located between Gröngatan and Storgatan. Large trees grow here, creating natural vaults and colonnades. The park is intended as the forum for the installation. We do not have access to the adjacent buildings for inclusion in the installation. Give the place new dimensions and by all means use 'broad brushstrokes', so that the installation also reaches beyond the Vinterljus area and attracts passers-by. This should be seen as a challenge – to make a substantial impression outside of the Vinterljus area as well.

Site 2: The inner courtyard at Linköping Castle

Conditions

The site is the inner courtyard of Linköping Castle. The courtyard is cobbled and the façades are plastered in a light colour. The site is like a walled space which is now being opened up. History is very much in evidence. The entire courtyard can

be used for the installation, including the façades. The space is there – now only your imagination and creativity set the limits.

Site 7: Raoul Wallenbergs plats

Conditions

The site is a recently renovated and restored park that includes green spaces, a cherry orchard, a fountain and a statue! It is located between Vasavägen, Gråbrödragatan and Artistgatan. The location is on the edge of the Vinterljus area, and we would be happy to see the installation reaching out to passers-by in some way. The park is to be used for the installation; we do not have access to the façades of the surrounding buildings.

Site 8: Ryzeliusgården

Conditions

The house was built in the 15th century as a medieval residence. Today it is a historic building and a museum. It is located at the intersection of Kungsgatan and Gråbrödragatan. Here we want a projection onto the façade, ideally interactive. The surfaces where projections can be made are the west façade and the northwest gable. We would be happy to see a reinforcement of the building's structure and form, and that the boundaries between imagination and reality are playfully blurred in a harmonious interplay between the dimensions of video, sound and light.

Site 13: The Cathedral Park

Conditions

The site is a historic one – a seat of power. A park surrounded by the Cathedral, City Hall and Linköping Castle. The park is characterised by old, tall trees with large crowns, and it also has paths and large grassy areas that provide scope for creativity. It is the park and its components that are to be used for the installation, not the adjacent façades.

Full or partial tender

Tenders may be submitted for the full contract or per site. This means that a designer can be awarded several sites. Tenders must be possible to accept either fully or partially. Conditional tenders, in which acceptance of one part of the tender is made conditional on acceptance of other parts, will not be considered. If the project budget permits, the purchaser will sign contracts with several tenderers per site, in which case installations may be placed in a different site than the one specified, following consultations with the designer.

Tender price

The tender price must be for a complete solution, from concept to project design and finished product delivered on site. Any drawing fees and project design costs must be included in the tender price. The tender must include time for a startup meeting and a follow-up meeting with the purchaser. Provision of material for the purchaser's installation presentations on the web and in print must also be included. All staff, equipment, material and work required for mounting, maintaining and dismantling the installation must be included. All costs associated with the production, realisation and conclusion of the contract must be included in the tender. No compensation will be paid by the purchaser for any additional costs.

The purchaser will pay for extending electricity to one (1) power point for each site, for the provision of electricity to the installation, and for security staff rounds during the period of the installation.

Tender contents

The tender must include:

- A presentation of the visual aspect of the light installation, including drawings, inspirational images and a descriptive text that clearly explains the idea and vision.
- A description of how the movement theme is incorporated into the installation, and what its message is.
- Specifications of technical solutions and their implementation. What technologies will be used to realise the artistic vision and idea? Describe how production will be carried out.
- A presentation of the production team, including a CV for the creative director and references to previously realised projects.
- Electricity requirements (approximate total effect in W)
- The price of delivery of a complete installation for the site, with a detailed breakdown of the total budget for the installation.

Price indication

The purchaser has calculated with a budget of SEK 100 000 – 200 000 per site. Higher costs for an individual site may be acceptable, but will require a convincing justification. All prices are to be quoted exclusive of VAT.

Dates and times

In general, all installations have to be mounted and ready for inspection and trial lighting on 12 December 2019, at 16.00. Mounting of installations can begin no earlier than 9 December 2019.

Dismantling must begin after 22.00 on 26 December 2019 and must be completed by 30 December 2019, unless there are special circumstances which have been specified in the tender.

All installations must be run daily between 17.00 and 22.00 from 13 December 2019 until 26 December 2019, with the shutoff time extended to 00.00 on Fridays and Saturdays.

Outdoor conditions

The equipment mounted must be robust and adapted to wintertime outdoor conditions. Weather conditions in Linköping can vary greatly in December – temperatures may be between +15C and -15C over a 24-hour period, and the air is usually quite humid. Snow depth can be anything from zero to 20 cm, and strong winds may occur.

The equipment will be placed outdoors in locations where visitors can come into direct contact with it, so there is a potential risk of damage. The equipment must be mounted in a secure and stable way to prevent wilful damage and theft. The selected materials must be robust.

Electricity supply

The estimated total power requirements (W) of the installation must be specified in the tender. In general there will be one power point for each site. Power will be delivered either via the fixed network or via the street lighting network; in the latter case there will be no power during the daytime. The street lighting network is normally switched on at around 15.30 during the month of December, and switched off at around 08.30. Specify electricity supply needs in the tender.

Responsibility for the installation during the event period

The tenderer is responsible for all power connections and cables beyond the power point at each site. If the installation does not work as intended during the event period, this must be rectified. The tenderer is responsible for any material or power failures beyond the power point at each site. The tenderer will pay for any service and maintenance required during the event period, provided that the required measures are due to factors that the tenderer could have addressed in production.

Security

The purchaser will provide security staff that carry out surveillance rounds of the sites during the event period, daily between 15.30 and 08.30. Surveillance rounds will begin on 13 December and end on 27 December at 08.00. Responsibility will then pass to the owner of the installation. A list of telephone numbers to installation managers must be provided during the event period, so that the surveillance team can immediately contact them in the event of any situations that need to be addressed.

Site inspections

Sites will be inspected before and after the event period in order to document the conditions with respect to soil, plants, existing facilities and spaces. The purchaser will document observations using a written record and photographs. The tenderer may be present during the inspection.

After the event period, the tenderer must restore the area used to its original condition, as visually documented, as far as the tenderer's effect on the site is concerned. Effects caused by external agents, e.g. visitors, will be rectified by the purchaser.

The purchaser will carry out inspections of the sites on 9 December and 30 December.

Environmental considerations

Linköping municipality wishes to promote sustainable development and is actively engaged with environmental issues. Among other things, the municipality is working to influence and reduce the use and dispersal of hazardous chemical substances. The purchaser would request that the installations be designed and built, to the greatest extent possible, using environmentally friendly and energy-efficient products.

3 Evaluation

Evaluation method

Tenders will be evaluated on the following criteria: technical and artistic quality, feasibility, and price.

Submitted proposals will be evaluated according to these parameters:

- How faithful is the installation to the theme; how does it fit in with the vision?
- Artistic quality (storyboard, message)
- Technical quality (technology choices, how the idea is realised)
- Feasibility: technical implementation, and is an artistic vision achieved?
- Total experience of the installation (where is it placed, does it bring out the location?)
- Reasonable cost estimate

Submitted proposals will also be evaluated as a whole for the event, according to these parameters:

- Clarity of the theme
- Artistic breadth and variation
- Variety in terms of size and type of the installations. Together they create a balanced experience.

- Variety in terms of lighting technology
- The overall experience and dynamic created: light, sound, story.
- Cost

Assessments will be made on the basis of information provided in the tender. The contract will be awarded to the tender that is economically most advantageous following application of the award criteria below, where the guiding principle is to favour the best price-quality ratio.

The award criteria are the following:

- Quality 60 %. The assessment looks at the clarity of the theme, idea, creativity, configuration. Points are awarded as follows: Excellent 600 p, Very good 450 p, Good 300 p, Approved+ 150 p, Approved 0 p.
- Feasibility 30 %. The assessment looks at technical quality, feasibility, the solution chosen for on-site production; is the artistic vision achieved? Points are awarded as follows: Excellent 300 p, Very good 225 p, Good 150 p, Approved+ 75 p, Approved 0 p.
- Price 10 %: The lowest price will be awarded the maximum number of points (100 p) and the other tenders will be awarded points in relation to the lowest price. Example: Tender 1 – SEK 100 000 = 100 p (lowest price); Tender 2 – SEK 130 000 = $(100\ 000/130\ 000=)$ 77 points.

The assessment and awarding of points will be done by representatives from the purchaser's organisation and the event's project group, with qualifications in lighting design, art, technical solutions, configuration, events and project management.

If the project budget permits, the purchaser will sign contracts with several tenderers and the installations may, after possible adaptations, be placed in other sites than those specified. The purchaser reserves the right to change the location of the proposed installation.

4 Terms of reference

Qualification criteria

Tenderers must fulfil all the specified qualification criteria in order to have their tender evaluated. The purchaser will verify this using the methods described below. No certificates aside from those specified under the heading 'Tender contents' need to be provided with the tender. At the purchaser's request, tenderers must be able to prove that they meet the specified requirements.

Requirements regarding the tenderer's technical ability and capacity

Tenderers must have sufficient capacity, experience and skills to carry out the contract in a professional manner. The tenderer must have carried out similar contracts before. The tender must include a presentation of the production team and the CV of the creative director. A reference object must be specified.

Requirements regarding the tenderer's financial and economic position

Tenderers that do not fulfil the requirements under Ch 19, Section 18 of the Swedish Public Procurement Act, with reference to Ch 13, Sections 1 and 3 of the same Act, will be excluded. The purchaser will verify these circumstances using Business Check.

Tenderers must fulfil all statutory requirements in Sweden or their country of incorporation in respect of registration, tax and contribution obligations. Tenderers must be debt free in respect of the aforementioned taxes and contributions. Tenderers must be approved for F-tax (corporate or self-employed tax).

The purchaser will obtain information on Swedish tenderers from the Swedish Tax Agency and Enforcement Authority in order to verify their fulfilment of requirements in respect of taxes and social insurance contributions.

For foreign tenderers, the purchaser will:

- first, check that requirements in respect of taxes and social insurance contributions are fulfilled by verifying the proof of this that foreign tenderers should include with their tender
- second, check that requirements in respect of taxes and social insurance contributions are fulfilled by contacting the competent authorities in the tenderer's country.

Tenderers must have a stable financial basis. The purchaser will verify this using Business Check. The tenderer must achieve a minimum rating of five (5) in this connection, in order to qualify. In the event of a lower rating, the purchaser will make an individual assessment of the company's creditworthiness. The tenderer must be able, upon request, to submit information to prove its economic and financial position. The tender will be disqualified if the company cannot be regarded as having a good financial and economic position. The same qualification criteria apply for foreign tenderers. If the information cannot be obtained via Business Check the purchaser will request equivalent proof from the tenderer.

The tenderer is liable for the work performed by subcontractors. The same requirements apply for the financial and economic position of subcontractors.

Rules and regulations

The tenderer must be familiar with rules and regulations that apply for work in public spaces, for electrical installations and for road workplaces, and must comply with them.

5 Commercial terms and conditions

Contract documents

An order letter will be drawn up and will apply as the contract following its signing by both parties.

Purchaser's representative

Leif Lindberg
Linköping municipality
The Department of Environmental and Urban planning
581 81 Linköping

Purchaser's project leader

Elna Hammarström

Completion times

All installations must be mounted and ready for inspection and trial lighting on 12 December 2019, at 16.00. Installations will be regarded as mounted once trial lighting has been carried out and approved.

All installations must have been dismantled and removed from the site by 30 December 2019, and the site restored to its former condition and cleaned. The contract will then be declared completed.

Fines

If the installation does not work as intended during the event period, 13-26 December between 17.00 and 22.00 (until 00.00 on Fridays and Saturdays), this must be rectified. If the fault is rectified within 2 hours during the lit period, no further measures will be taken by the purchaser. If the installation is out of order for longer than 2 hours, a fine of 2 % of the contract sum will be levied per day, until the fault has been rectified. The total fine levied may never exceed 5 % of the contract sum.

Insurance

The tenderer pledges to take out the requisite liability insurance to cover the tenderer's responsibilities under this contract, and to maintain it throughout the contract period.

Proof that the insurance policies specified below have been taken out must be submitted to the purchaser.

Should the tenderer fall short in respect of any of the conditions laid out below, the purchaser will be entitled to cancel the contract.

DAMAGE LIABILITY

The tenderer is liable for all damage caused through fault or neglect by the tenderer or by any other party that the tenderer is responsible for. If the purchaser in the event of damage is held liable by a third party, the tenderer shall indemnify the purchaser.

The tenderer's liability for personal injury or material damage shall be limited to SEK 10 million for each incident and to SEK 20 million per year.

The limits specified above shall not apply if the tenderer has caused the injury or damage through gross negligence or intent.

Final account/payment

The contract may be invoiced for as follows:

40 % may be invoiced on or after 1 Sep 2019

40 % may be invoiced after the opening on 13 Dec 2019

20 % may be invoiced on a final invoice, following approved dismantling and cleaning, on 2 Jan 2020. The invoice must reach the purchaser by 10 Jan 2020. Any fines are to be settled in the final invoice.

Advance payments will not be granted.

Invoicing

Billing charges, service charges or similar will not be accepted. Payment will be made in Swedish kronor (SEK).

Invoices are to be issued to:

e-invoice: 212000-0449

Mark invoices: Elna Hammarström, 124B
Vinterljus 2019, projektnummer 631470

Cancellation

The purchaser is entitled to cancel the contract if

1. the tenderer or the tenderer's subcontractor neglects their commitments under the contract to a substantial extent, and do not undertake an acceptable rectification within a reasonable period of time, despite a written request to that effect,
2. it becomes subject to an alteration that is not permitted under Ch 17, Sections 9-14 of the Swedish Public Procurement Act,

3. the tenderer, at the time of the decision to award the contract or enter into the framework agreement, was in any of the situations referred to in Ch 13, Section 1-2 of the Swedish Public Procurement Act, and should have been excluded from the procurement, or if
4. the Court of Justice of the European Union, in a proceeding under Article 258 of the Treaty on the Functioning of the European Union (TFEU) finds that Sweden, by allowing the procuring agency to enter into the contract or framework agreement, is in serious breach of its obligations under the Treaty on the European Union, the TFEU, or Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

Any cancellation or notice of termination must be in writing.

In the event of cancellation or termination of the contract, any services carried out up to that time shall, at the purchaser's request and unless otherwise specified, immediately be presented and transferred to the purchaser.

If the tenderer has cancelled the contract with reference to the purchaser's non-payment, the result will be transferred to the purchaser when the purchaser's payment obligation has been fulfilled. The tenderer is entitled to compensation for services provided until the time of the contract's cancellation.

In the event of the purchaser's cancellation due to breach of contract, the purchaser may choose, instead of receiving the result and compensating the tenderer for services provided, to demand that payments already made be returned to the purchaser.

In this case, the purchaser must return any material obtained and will not, following cancellation, have any right to use the result of the service.

The tenderer is not entitled, without the purchaser's consent, to use the result in future activities.

Force majeure

The tenderer is not obliged to fulfil its commitments if such fulfilment is hindered due to a labour dispute, directives issued by a public authority, war, or other similar circumstances over which the tenderer has no control or which the tenderer could not have foreseen. The reservation regarding contractual labour market disputes is not to be considered as a grounds for release if a party itself undertakes or is judged by the purchaser to be the cause of such a dispute.

Resolution of disputes

Disputes arising from the contract shall be settled in the Swedish general courts, with Linköping District Court as the court of first instance. Swedish law shall be applied to the dispute, but without consideration of its rules governing the choice of law.

Right of use

This contract gives the purchaser the right to exhibit the material (the installation) in marketing and communication, as well as the right to determine in which contexts it is appropriate to provide the originator's name.

6 Procurement regulations

Purchaser

The procurement is administered by Linköping municipality through the Committee for Urban Planning.

Linköping municipality, org reg no 212000-0449, through the Committee for Urban Planning.

Purchaser's contact during the tendering period

Any queries regarding the contract during the tendering period are to be made online in the procurement on www.e-avrop.com

The procurement officer is Anna Dyde, 013- 20 65 78, anna.dyde@linkoping.se

The purchaser's contact for viewing the sites

If you wish to view the sites during the tendering period, contact project leader Elna Hammarström, e-mail: elna.hammarstrom@linkoping.se.

PROCUREMENT REGULATIONS

The procurement will be carried out using simplified procedure and as laid out in the Swedish Public Procurement Act and applicable rules for procurements below the applicable threshold value.

Call for concepts and questions during the tendering period

The procurement is advertised digitally on www.e-avrop.com. That is the official main source for the procurement, where follow-up questions and additional information will be handled throughout the procurement period.

Any requests for clarification of the call for concepts and questions regarding the procurement during the tendering period will be handled digitally via www.e-avrop.com. Such questions must be made no later than ten (10) days before the end of the tendering period. Only answers provided on [e-avrop.com](http://www.e-avrop.com) during the procurement are binding on the purchaser and tenderer.

Answers and additional information will be published on www.e-avrop.com no later than six (6) days before the end of the tendering period. Registered subscribers will be notified by email from e-avrop of the publication of additional information about the procurement. If the call for concepts was obtained in any other way than by means of a subscription via www.e-avrop.com, it is the tenderer's own responsibility to check whether any answers to submitted questions, clarifications, or additional information have been published.

See www.e-avrop.com/information/LevQA.htm for more information about Questions and Answers.

Tendering

Tenders must be submitted online via www.e-avrop.com

Tenderers that do not have an account on www.e-avrop.com have to register one in order to be able to participate in the procurement. The purchaser recommends tenderers to register an account well before the end of the tendering period. Information about how to submit a tender online can be found on www.e-avrop.com/information/LevEanbud.htm.

When uploading tendering files you will see when the files has been uploaded, and a submission receipt will be generated when the tender has been submitted, which makes it easy to confirm that the files have been received.

Form and content of tenders

Tenders must be based on the uploaded documents. Tenders must be formulated in accordance with the specifications in the call for concepts. Incomplete tenders may be rejected.

Tenders must be written in Swedish or English.

The tender price must be specified in the tender. The tender price must be denominated in Swedish currency (SEK).

End of the tendering period

The deadline for submitting tenders is 10 June 2019.

Validity of tenders

Tenderers are bound by the tender they submit for three (3) months after the end of the tendering period.

Negotiation

Tenders may be accepted without prior negotiation.

Notification of the award decision following evaluation of tenderers and tenders

After completing the procurement, the purchaser will make an award decision which will be sent digitally to all tenderers via www.e-avrop.com.

Notification of the award decision is estimated to be sent to tenderers by 5 July 2019.

Contract signing

The award decision does not imply final acceptance of a tender. A binding contract will only arise when both parties have signed the order letter.