



# Winter Lights (Vinterljus 2021)

Call for concepts

UH-2021-69

Established 27 April 2021

The Committee for Urban Planning



## 1 General information

### Description

Winter Light is back! Winter Light (Vinterljus) wants to give the city's residents and visitors a beautiful and spectacular setting for their personal Christmas celebration and enhance the experience of Linköping as an exciting and welcoming city that combines culture and technology in a challenging and inspiring way! Linköping Municipality invites artists and designers in lighting, video, and scenography to be inspired and make something creative, fun, innovative, exciting and brilliant for this year's edition of Winter Light!

Linköping Municipality hereby calls for tenders regarding light installations for Winter Light 2021. This year's theme for Winter Light is "**Harmony**".

Winter Light takes place between 13 December 2021 and 9 January 2022 in the city's central park, *Trädgårdsföreningen*. Closing date for submission of tenders is 31 May 2021.

## 2 Assignment

### General conditions

This year's theme for Winter Light to be reflected in the installations is "Harmony". The concept is multifaceted and may be freely interpreted. It would be advantageous for the light installations to engage multiple senses. Light. Sound. The client greatly values interactive light installations, where the spectator becomes part of the experience. We wish to have a lot of interactivity where people experience a childlike sense of wonder, regardless of age! The overall theme and common thread of the light installations shall be based on a completely free interpretation of the concept of harmony.

### Locations

Winter Light will be located in "*Trädgårdsföreningen*", Linköping's historic and central city park, a place near and dear to the hearts of the people of Linköping. A wonderful oasis where you can walk through the beautiful scenery, go on a guided tour, have a picnic, shop for plants, play, eat, or have coffee. The area is situated in direct proximity to the central parts of Linköping.

The area has a number of possible locations for light installations. The locations are described below, but also see the appendix for images depicting the sites and areas. All sites are located outdoors in Linköping. The tenderer is responsible for obtaining sufficient information about the location, appearance, and conditions of the object site for performance of the contract.

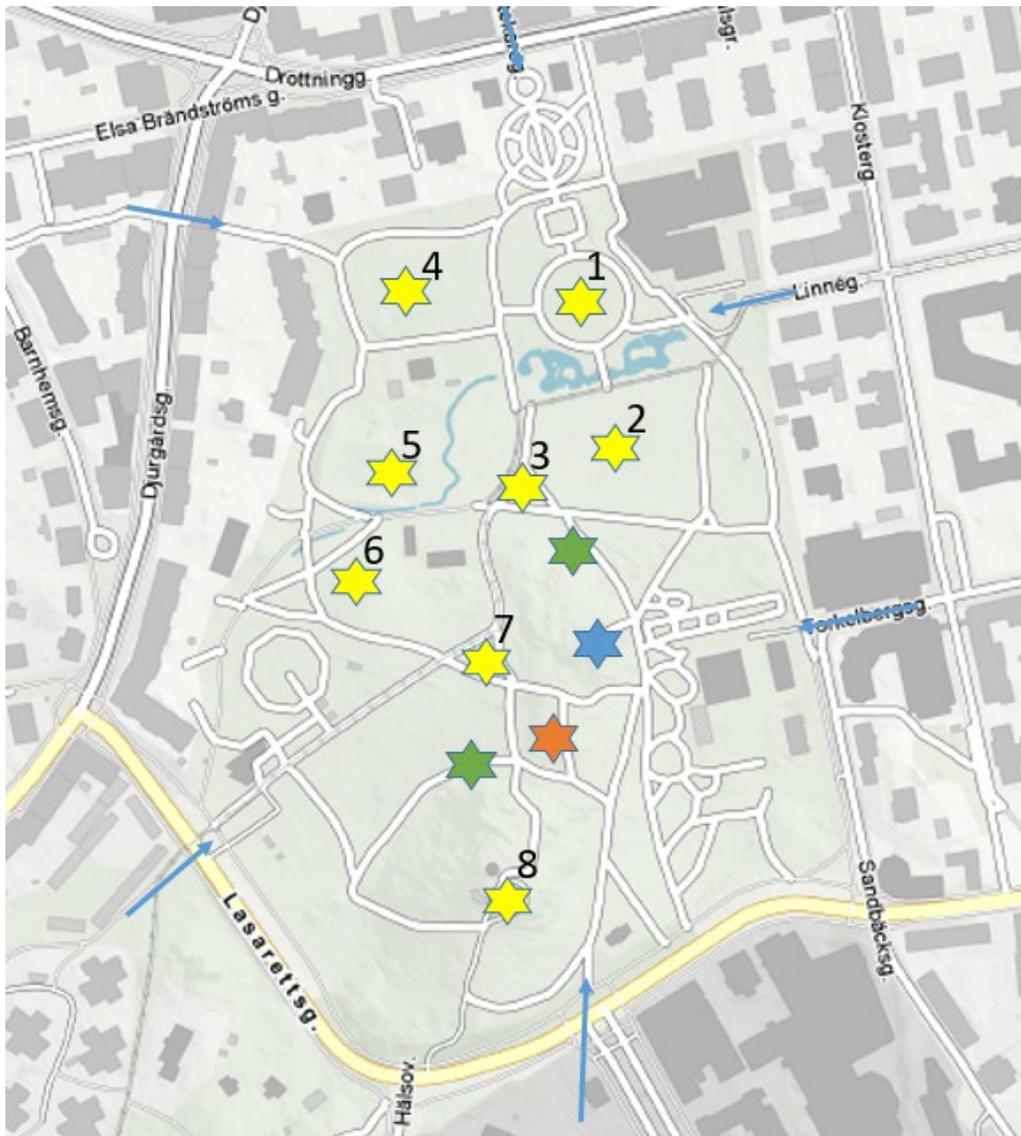


Image 1: Area for Winter Light 2021, sites included in the procurement are numbered and marked in yellow.

Using light, we want to take the park to new dimensions! See the park from a new perspective! Add new elements! Or reinforce the park's structures and shapes, blur the boundaries between imagination and reality where the dimensions between light, video and sound harmonise. We have the space; let your imagination and creativity set the limits!

### **Area 1**

This site is a central location at the northern entrance of the park. The site is made up of a large, completely circular lawn, with a pergola along half of the circle. The site is an eye-catcher from afar and highly visible from streets within the city centre of Linköping. We would like the installation to reach beyond the Winter Light area and attract passers-by. Consider this a challenge to make a big impression outside the Winter Light area.

## **Area 2**

The site is made up of a large lawn surrounded by big trees and a small stage at the eastern edge. This site is also an eye-catcher from afar and visible from streets within the city centre of Linköping.

## **Areas 3, 5, 7**

These sites are grassy areas, smaller areas between several passing walkways and surrounded by tall trees. Site 5 also includes a beach volleyball court.

## **Area 4**

The site is a large lawn directly connected to the park's popular playground. We would like the light installation to appeal to children.

## **Area 6**

The site is located on a small plateau surrounded by old trees shaped by time. An enchanted place.

## **Area 8**

The *Belvederen* lookout tower, a landmark for the park, is clearly visible on the top of the mountain. This site is located in the outer edge of the Winter Light area and we would like the installation to reach beyond the Winter Light area and attract passers-by.

## **Full or partial tenders**

Tenders may be submitted for the entire assignment or per site. If location is not specified, the client will select the location. A creator may be assigned multiple objects. Tenders may be accepted in whole or in part. 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 client 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 will include a complete solution from concept work and design to finished installation delivered on site, as well as the dismantling of the installation. All personnel, equipment, materials and work needed for assembly, event period and dismantling must be included. Sketch fees and costs for planning must be included in the tender price. The tender must include time for two consultation meetings (digital

distance meetings are approved) with the client. Costs of materials for client installation presentations online and in folders to be included.

All costs that are attributable to the design, execution and completion must be included in the tender. No additional costs, other than those stated below, will be reimbursed by the client.

The client provides:

- Electricity supply to one (1) handover point for each object.
- Electricity supply for the installation.
- Security rounds during the event.
- Daily inspection of the installations.
- Receipt, intermediate storage and delivery of materials for/to the installations if they are on site before the supplier arrives in Linköping.
- Finances marketing, permits and maintains formal contacts with property owners.
- Concerning placement of lighting installations in Stångån: Boat (Big Buster) with driver is provided by the client on a given driving schedule, and wooden rafts (size 2.5x2.5m and 2.5x3.5m which can handle weights up to 250 kg) on which to place installations are available.

### **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 Elements theme is incorporated into the installation, and what its message is.
- Specifications of technical solutions and their implementation. Which technologies will be used to realise the artistic vision and concept?
- A presentation of the production team, including a CV of the designer 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. The budget must include all expenses involved in the design, implementation and dismantling of the installation, including travel, accommodation and freight.

## **Price indication**

Tenders may be submitted in two different cost categories at all locations. All prices are exclusive of value added tax.

Category 1: total cost of more than SEK 200 000 up to about SEK 350 000 (price per installation).

- 1-3 installations will be selected

Category 2: total cost of less than SEK 200 000 (price per installation)

- 2-5 installations will be selected

## **Dates and times**

The Winter Light event lasts from 13 December 2021 to 9 January 2022 and all light installations must be up and running daily between 15:30 and 21:00.

In general, all objects must be assembled and ready for inspection and test lighting on 12 December 2021 (latest by 16:00). Assembly can begin no earlier than 7 December 2021.

Dismantling must begin after 9 January 2022 at 21:00 and be completed by 11 January 2022 unless special preconditions apply, which in this case must be stated in tenders.

## **Conditions outdoors**

The equipment assembled must be robust and adapted to wintertime outdoor conditions. Weather conditions in Linköping can vary greatly in December - temperatures may be between +10C and -15C over a 24-hour period, and the air is usually quite damp and humid. Snow depth can be anything from zero to 20cm, and strong winds may occur.

The equipment will be placed outdoors in locations where visitors can come very close. The equipment must be assembled in a secure and stable manner in order to avoid deterioration and prevent wilful damage or theft. The materials selected must be robust.

## **Power supply**

The estimated total power requirements (W) of the installation must be specified in the tender. In general there will be one power transfer point for each installation 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 in December and switched off at around 8.30. Specify electricity supply needs in the tender.

The client wishes to see that the installation is connected to a timer that controls the startup and shutdown of the installation daily. The client will have a service person in place who switches on/off the installations which cannot technically be controlled by timer alone.

### **Responsibility for 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 transfer point at each site. The tenderer will pay for any service or 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 client will provide security staff who carry out security rounds of the installations during the event period, daily between 15.30 and 8.30. Rounds will begin on 9 December 2021 and end on 11 January 2022 at 8.00. 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 security 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 conditions with respect to soil, plants, existing facilities and surfaces. The client 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 impact on the site is concerned. Effects caused by external agents, e.g. visitors, will be rectified by the client.

The client will carry out inspections of the sites on 7 December 2021 and 11 January 2022.

### **Environmental considerations**

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

## **Background information for marketing the event**

After the contract has been signed, the tenderer will provide the client with a public-friendly description of the installation of 100-200 words that can be used by the client in the marketing and communication of the event. The client has the right to process, edit and translate the text into other languages if necessary. The description must reach the client by 1 October 2021 at the latest.

The tenderer must also, after signing a contract, give the client a public-friendly description of the work of a maximum of 10 words that can be used in marketing and communication. The client has the right to process, edit and translate this text into other languages if necessary. The description must reach the client by 1 October 2021 at the latest.

If these texts are not received by the date specified, the client is entitled to draw up the supporting documents, based on the tender's wording, without agreement or approval from the artist.

The tenderer will also provide an illustration of the work possible to use by the client in marketing and communication. The illustration must be delivered to the client no later than 1 October 2021.

## **3 Evaluation**

### **Evaluation method**

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

Proposals submitted will be evaluated according to the following parameters:

- How faithful is the installation to the theme?
- Artistic quality (storyboard, message).
- Technical quality (technology choices, how the concept is realised).
- Feasibility: technical implementation, is the artistic vision achievable?
- Total experience of the installation.
- Reasonable cost estimate.

Proposals submitted will also be evaluated using the overall approach for the event according to the following parameters:

- Clear connection with the theme.
- Artistic breadth and variation.
- Variety in terms of size and type of installation. Together they create a

- balanced experience.
- Variety in terms of lighting technology.
- The overall experience and dynamic created: light, sound, interactivity, 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 financially most advantageous following the 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. (If the tender amount is quoted in Euros (EUR), it will be converted into Swedish currency (SEK) at tender opening day prevailing rate in order to enable evaluation).

If the project budget permits, the client will sign contracts with several tenderers and the installations may, after possible adaptations, be placed in sites other than those specified. The client 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 for their tender to be evaluated. The client 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 client's request, tenderers must be able to prove that they meet requirements specified.

### **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 designer. One 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 from the evaluation process. The client 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 client will obtain information on Swedish tenderers from the Swedish Tax Agency and the Swedish Enforcement Authority in order to verify their fulfilment of requirements in respect of taxes and social insurance contributions.

For foreign tenderers, the client will:

- first, check that requirements in respect of taxes and social insurance contributions are fulfilled by verifying the proof of this that foreign tenderers must 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 home country.

Tenderers must enjoy a stable financial basis. The client 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 client 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 enjoying a good financial and economic position. The same qualification criteria apply to foreign tenderers. If the information cannot be obtained via Business Check the client will request equivalent proof from the tenderer.

The tenderer is liable for the work performed by any subcontractors. The same requirements apply to 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 worksites, and must comply with them.

## **5 Commercial terms and conditions**

### **Contract documents**

An order document will be established and will apply as a contract when it has been signed by both parties.

### **Client representative**

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

### **Client project manager**

Elna Hammarström

### **Completion times**

All installations must be assembled and ready for inspection and lighting test by 12 December 2021 at 16.00. Installations will be regarded as installed once lighting tests have been carried out and approved.

All installations must have been dismantled and removed from the site by 11 January 2022, and the site restored to its former condition and cleaned. The contract will then be declared fulfilled.

### **Fines**

If the installation does not work as intended during the event period, 13 December 2021 to 9 January 2022 between 15.30 and 21.00, this must be rectified. If the fault is rectified within 2 hours during the lit period, no further measures will be taken by the client. If the installation is out of order for longer than 2 hours, a fine of 2% of 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 according to this contract, and to maintain it throughout the contract period.

If the tenderer falls short in respect of any of the conditions laid out below, the client 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 client, in the event of damage, is held liable by a third party, the tenderer will indemnify the client.

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

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

## Final account/payment

The contract may be invoiced as follows:

40% may be invoiced on or after 1 Sep 2021

55% may be invoiced after the opening on 14 Dec 2021

5% may be invoiced on a final invoice, following approved dismantling and cleaning, on 11 Jan 2021. Any fines 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 currency (SEK) or in Euro (EUR).

Invoices are to be issued to:

e-invoice: 212000-0449

Mark invoices: Elna Hammarström, 124A  
Vinterljus 2021, projektnummer 605006

## Cancellation

The client is entitled to cancel the contract if

1. The tenderer or the tenderer's subcontractor neglect their commitments under the contract to a substantial extent or 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.
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 made in writing.

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

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

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

In this case, the client must return any material received and will not, following cancellation, have any right to benefit from the result of the service.

The tenderer is not entitled, without the client's consent, to use the results of the contract 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 circumstance (for example COVID-19) 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 client to be the cause of such a dispute.

### **Resolution of disputes**

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

### **Right of use**

This contract gives the client the right to exhibit the installation in marketing and communication measures, as well as the right to determine in which contexts it is appropriate to provide the name/names of the designer/s.

The client is entitled to use the tenderer's description and illustration of the work in marketing and communication measures and, if necessary, to process the content depending on the communication channel.

## **6 Procurement regulations**

### **Client**

The procurement is administered by Linköping Municipality through its Committee for Urban Planning.

Linköping Municipality, Org. ID No. 212000-0449, through the Committee for Urban Planning.

### **Client contact during tendering period**

Any queries regarding the contract during the tendering period are to be made online within the procurement at [www.e-avrop.com](http://www.e-avrop.com)

The procurement officer is Anna Dyde, 013- 20 65 78, [anna.dyde@linkoping.se](mailto:anna.dyde@linkoping.se)

### **Client contact for viewing sites**

If you wish to view the sites during the tendering period, contact Project Manager Elna Hammarström, e-mail: [elna.hammarstrom@linkoping.se](mailto: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 relevant 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](http://www.e-avrop.com). This is the primary official 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](http://www.e-avrop.com). Such questions must be submitted no later than ten (10) days before the end of the tendering period. Only answers provided on e-avrop.com during the procurement are binding on the client and tenderer.

Answers and additional information will be published on [www.e-avrop.com](http://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](http://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](http://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](http://www.e-avrop.com)

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

It is possible to see when tendering files have been uploaded, and a submission receipt will be generated when the tender has been submitted which means it is 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) or in Euro (EUR).

### **End of the tendering period**

The deadline for submitting tenders is 31 May 2021.

### **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 client will make an award decision which will be sent digitally to all tenderers via [www.e-avrop.com](http://www.e-avrop.com).

Notification of the award decision is estimated to be sent to tenderers by 25 June 2021 at the latest.

### **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.

Submitting a tender means that you are bound to sign a possible contract. Award decisions do not mean acceptance of tenders. A binding contract only arise when both parties have signed the order letter.