

**10<sup>th</sup> November 2021**



**H A D D E N H A M**  
P a r i s h   C o u n c i l

**INVITATION TO TENDER AND  
CONTRACT SPECIFICATION  
RELATING TO  
STREET LIGHT MAINTENANCE  
FOR HADDENHAM PARISH COUNCIL**

**CONTRACT REFERENCE- HAD09**

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**Contact details**

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## **Background**

Haddenham is a large village which has a number of different areas which make up the identity of the village. These include conservation areas, commercial premises and residential. Haddenham has been designated a settlement area by the government and is currently undergoing a scheme of expansion with the building of 1000 new homes over the next five years.

Haddenham Parish Council took responsibility for the ownership and maintenance of the footway street lights over fifty years ago. Some of the original lights are between 50 to 40 years old. Since this time, the Council has undertaken a program of maintenance and replacement when necessary. There are currently 219 street lights of which the majority are mounted onto columns, with some single units attached to telegraph poles. We do have some specialist vintage columns / lanterns which are situated in our conservation areas.

As detailed within our Street Light Policy (Appendix A), the Council is adopting new street lights when residential developments have been completed. With the increase of homes in Haddenham, the number of street lights we own and maintain will continue to increase.

Further information on Haddenham Parish Council can be found on [www.haddenham-bucks-pc.gov.uk](http://www.haddenham-bucks-pc.gov.uk)

**The maximum value of the contract will be £75,000**

## **TENDER INSTRUCTIONS AND GUIDANCE**

### **1. Questions.**

Any questions relating to this tender must be raised in writing no later than **Midday on 26<sup>th</sup> November** Questions should be addressed to the Clerk, Mrs Sue Gilbert by e-mail **ONLY**.

Please note that the responses to any questions raised during the tendering period may be circulated to others who have expressed an interest in submitting a tender, in the form of a Circular Advice Note. The applicant's details will be withheld.

### **2. Site Visits**

We would advise that you familiarise yourself with the Parish prior to the Tender submission to assist your understanding of the different types of street lights within Haddenham.

### **3. Deadline for receipt of tenders**

To be considered, written tenders must have been received by the Council attached to an email or in a sealed envelope by **Midday on the 3<sup>rd</sup> December 2021**.

Please use 'Haddenham Parish Council Street Lights Tender' as the subject of the email or written on the outside of the envelope. An acknowledgement of receipt of an email will be sent.

Email attachments and envelopes will not be opened until after 13:00 on that day by the Clerk (and/or Deputy Clerk) in the presence of two Councillors.

Tenders should be delivered addressed and delivered to the Clerk.

The Tender Responses will remain the property of the Council.

Tenders received outside the deadline, will **NOT** be considered.

#### **4. Business References**

In addition to your tender please include two business references obtained in the last 2 years. Please include a contact name and telephone number of a person who will be willing to receive a call from the Council.

#### **5. Quote Basis**

The Council requires a commercially competitive tender which demonstrates solid environmental principles, excellent customer service and provides a high standard of work.

The Council is committed to equal opportunities and diversity. We welcome SMEs and VCSEs to tender.

#### **6. Tender Validity**

The Contractor is expected to keep the validity of the tender for 90 days after the submission date.

#### **7. Tender Cost**

Tender prices will be fixed for the duration of the contract. The Council recognises that sometimes there are special projects which may occur which fall outside of the Contract. These projects would be discussed with the Contractor and charged at an agreed rate

#### **8. Prospective Tender Organisations**

The tender will be advertised on Find A Contract and Contract Finder as well as the Parish Council's own website.

#### **9. Certificate of Collusion Tendering,**

Contractors tendering for this contract must complete a Certificate of Collusion (Appendix C). This is in regard to canvassing Members of the Council or its officers to gain competitive advantage. Any effort to do so will immediately disqualify any tender submitted.

#### **10. Evaluation**

The evaluation criteria will be open, transparent and fair. It will include emphasis on quality, locality, as well as price. The aim of the evaluation is to select the tender which represents the best long term value for money for the Council.

- a) All tenders will be subjected to Technical, Commercial and Financial Analysis.
- b) The Council may contact a Contractor if areas of the tender are ambiguous and require clarification.
- c) The Council may invite the Contractor to meet with its representatives prior to awarding the contract.

- d) The Council may seek the assistance of professionals with specific expertise to evaluate the tender.

**11. Jointing of Street Lights (connection of electric supply)**

The Council would be interested to hear from organisations who are able to provide Jointing services for street lights.

**The structure of the Tender Model is outlined below.**

<b>Description</b>	<b>Form of Evidence</b>	<b>Allocation</b>
Tender received on time	Confirmation of receipt of tender	Pass/Fail
Insurance Liability Insurance to £10M	In date Certificate	Pass/Fail
Certificate of Collusion	Signed Certificate	Pass/Fail
Two Business References	Result of enquiries to references	Pass/Fail
Member of the Highway Electrical Association	Certificated evidence	Pass /Fail
Adherence to Quality Standards	Certificated evidence	Desirable
SMEs / VCSEs	Documentation	Desirable
Jointing of electrical supply of street lights.	Documentation	Desirable
Quality	Quality Assurance Portfolio of works Professional Associations Professional (relevant) Qualifications Previous experience.	25%
Health and Safety	Documentation –confirmation of:  H&S Policy Risk Assessments	10%
Environmental	Demonstration of any initiatives to help reduce energy levels.  Locality - to reduce the amount of carbon caused by travel. It is desirable	10%

	that contractors are within a 20 mile radius.	
Price	Fixed price for street light maintenance as detailed in Appendix D. Hourly rate for special projects / ad-hoc tasks	55%

#### **11. Notification of Outcome**

We will notify all parties of the outcome of this tender process by email on the XX **2021**. Please provide the appropriate contact email details in your response.

#### **12. Commencement Date**

- a. The successful Contractor will undertake to meet with Council representatives on a date to be agreed to discuss transitional arrangements.
- b. The successful Contractor will be required to commence operations on the Commencement Date for the Contract on **1<sup>st</sup> January 2022** and will then be bound by full compliance with all the Conditions therein.

#### **13. Confidentiality**

All information supplied by Haddenham Parish Council in connection with this tender shall be treated as confidential by tenderers, except that such information may be disclosed for the purpose of obtaining sureties and quotations for preparation and submission of the tender.

#### **14. Freedom of Information**

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002 (the decisions of The Council and their legal advisors in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

If you consider that any of the information included in your tender response is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked "confidential" or equivalent should not be taken to mean that the Council accept any duty of confidence by virtue of that marking.

## 15. Tender Timescales

The timescales relating to this tender are:

Action	Date
Issue of Invitation to Tender (ITT)	12 <sup>th</sup> November 2021
Deadline for return of Tender Response Document	3 <sup>rd</sup> December 2021
Evaluation of Tenders	3 <sup>rd</sup> December 2021
Selection resolved at Haddenham Parish Council Meeting	13 <sup>th</sup> December 2021
Notification of award decision	14 <sup>th</sup> December 2021
Contract start date	1 <sup>st</sup> January 2022

### **SCHEDULE 1 GENERAL CONDITIONS**

#### **1) Definitions**

In this contract the following expressions shall have the meanings hereby assigned to them: -

‘Agreement’ - the Information and Instructions for Quotations, the Specification;

‘Clerk’ – the Clerk to Haddenham Parish Council

‘Contractor’ - the person, persons or company whose quotation is accepted

‘Council’ - Haddenham Parish Council

‘Contractor's Staff’ - those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of ‘Contractor's Staff’ will also include the staff of any permitted sub-contractor who are performing the Contractor’s obligations under this Agreement from time to time.

#### **2) Variation of Agreement**

Any variations of this agreement must be approved by the Clerk in writing.

#### **3) Method of Payment**

Invoices should be produced monthly by the last day of the month and clearly state the agreed scheduled payment or the cost of each individual job carried out over that period. The invoice will be presented to Councillors and payment will be in a paid in a timely manner via BACS transfer.

#### **4) Vehicles, Tools & Machinery**

- (i) The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services including fuel. The Contractor shall, at his expense, keep all vehicles, tools and machinery in good and serviceable repair.

#### **5) Safety**

- (i) The Contractor must be a member of the Highways Electrical Association (HEA) and comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor’s staff who

must have been appropriately trained. The Contractor shall provide, if asked, adequate proof that all of the Contractor's staff are well trained and conversant with Health & Safety legislation and are competent in their operating methods. The Council will require copies of risk assessments for all tasks carried out on its behalf.

**6) Liability**

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising out of, or in the course of, the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

**7) Insurance**

The Contractor shall fully insure and indemnify themselves against any liability for the sum of at least £10 million for each claim: -

- (i) to the Council and to any employee of the Council,
- (ii) to the employees of the Contractor,
- (iii) to any other person, for any damage, loss or injury
- (iv) a current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of this Agreement and within a reasonable time upon a request by the Clerk to do so during the continuance of this agreement.

**8) Termination of Agreement**

- (i) This contract will run from the **1<sup>st</sup> December 2021** for 3 years with an option to extend for an additional year.
- (ii) This Agreement may be terminated by the Contractor having given three months' written notice expiring at any time.
- (iii) This Agreement may be terminated immediately if the Contractor:
  - Despite best efforts to resolve the matter through negotiation has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk.
  - Is the subject of proceedings in voluntary or involuntary bankruptcy or
  - enters into any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly.

**9) Assignment and Sub-Contracting**

The Contractor may not assign, sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement whether in whole or in part without the prior written consent of the Council.

**10) Environmental Ethics**

Haddenham Parish Council is committed to the environment and declared a Climate Emergency in 2019. As part of our commitment to Haddenham becoming zero carbon

by 2030, the Council carefully considers the amount of energy used to power the lights and welcomes any initiatives which will improve the efficiency of our street light provision. Locality - to reduce the amount of carbon caused by travel. It is desirable that contractors are within a 20-mile radius.

## **Schedule 2 – Services Specification**

### **Overall Purpose**

To ensure the street lights of Haddenham remain operational and are well maintained.

#### **1. Identification**

The Council will ensure that all reasonable efforts to ensure lighting columns are numbered to aid identity. The Contractor will number any new street lights or restore identification numbers as required.

#### **2. Locality of Street Lights**

The contractor shall be deemed to have examined all Streetlights listed in the Register supplied by the Council (at contract commencement) and to be fully conversant with the location of each lamp to be maintained under this contract,

#### **3. Street Light Survey**

A full streetlight survey will be carried out at least every two years including the inspection, cleaning and maintenance of lantern bulbs and shades. The shade of any lamp shall also be cleaned when the bulb to that lamp is replaced.

#### **4. Health and Safety**

All the following works and requirements are to be carried out by the Contractor in a good and workmanlike manner within the Codes of Practice of the Highway Electrical Association (HEA) observing all industry set training and safety standards, including full PPE and Traffic Management. Ensure risk assessment method statements are used and available for inspection at every visit

#### **5. Reporting of Maintenance**

The Council will report, by email any street lights that require attention directly to the contractor as and when faults become known. The Contractor will acknowledge receipt of the email and attend within **one month** of receiving the report, normally within the last working days of the presiding month.

#### **6. Emergency Maintenance**

Repairs arising from vandalism, accidents or adverse weather shall be undertaken as an emergency call out. The Council will contact the Contractor via telephone or email. The Contractor will acknowledge receipt of the email / telephone and will attend no later than **24 hours** from time of the initial report. The Contractor will immediately take measures



to make the street light safe and provide the Council with a report / pictures on the necessary temporary repairs required, to restore the street light to working order.

**7. Defective lamps**

Should a defective lamp be identified during the monthly inspection it is to be repaired forthwith (if parts are available), In such cases the Contractor will photograph and report its findings back to the Clerks for authorisation of the works, if agreed the works will be carried out on the same day.

**8. Part replacements**

Replacement of all fuse's lamps, shades, lamp holders, lamp holder rings, choke units, capacitors, contactors, solar cells, chafed or defective wiring - when damaged or otherwise faulty to be listed on the monthly invoice breakdown and chargeable as per the agreed rate (Appendix D) or by separate quotation for any work outside the contract. .

**10. Vegetation Maintenance**

The pruning of all trees shrubs and hedges that cause effective obstruction of light from a lamp onto the area which is intended to be illuminated will be carried out by the Contractor, following prior consultation with the Clerk where ownership of the trees, shrubs, hedges etc. is not clear.

**11. Stock of Materials**

The Contractor shall hold at all times adequate materials at their own expense to ensure that the Contractors liabilities under the contract are fulfilled.

**12. Collaborative Approach**

The Council has a long term program of street light maintenance and improvement to modernise their street light stock. Should the Contractor during their visit to Haddenham identify street lights, that in their opinion would need replacing, a report will be required for the Council to consider.