



## **Gerrards Cross Town Council**

### **Contract for repair, maintenance, checking and cleaning of lampposts**

#### **1. Invitation to Tender**

Gerrards Cross Town Council is inviting tenders for the repair, maintenance, checking and cleaning of 359 lampposts within the Town of Gerrards Cross.

#### **2. Tender Submission**

The tender submissions and all accompanying documents must be carefully parcelled, sealed in an enclosed addressed tender envelope, and delivered to: -

**The Clerk**

**(Street Lighting Tender)**

**Gerrards Cross Town Council**

**South Lodge, East Common,**

**Gerrards Cross**

**SL9 7AD**

**To arrive no later than 2.00 pm on 14<sup>th</sup> February 2023**

No other Markings or means of identification shall be made on the outside of the Tender Envelope.

Tenders received after 2.00pm on 14<sup>th</sup> February will NOT be considered.

Definition:

In this specification the following words shall have the meanings hereunder assigned:

The Council shall mean The Gerrards Cross Town Council.

The 'Contractor' shall mean the successful tenderer for the work covered by this specification.

The 'Wiring Regulations' shall mean the Regulations for the Electrical Equipment of Buildings issued by the Institution of Engineering & Technology (as modified from time to time)

'Lamppost' will mean the metal or concrete column and lamp. Including the shade light bulb or LED within the head.

#### **3. General conditions**

The Council is looking for a quote for a Three-year contract 1st of April 2023, with the condition the contract may be extended twice by a year. The Contract shall be terminated by three months written notice on either side.

- a. The contractor shall be deemed to have examined all lampposts listed in the Lighting Register supplied by Gerrards Cross Town Council and to be fully conversant with the location of each lampposts to be maintained under this contract.
- b. 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 N.I.E.I.C. or

- equivalent body (of which body the Contractor is to be a member at their own cost and must maintain membership throughout the Contract).
- c. The Council will ensure that all lampposts are numbered to aid identity prior to the commencement of the contract.
  - d. Gerrards Cross Town Council will report any issues that require attention directly to the contractor as and when faults become known and these must be rectified forthwith, normally within 5 working days. Upon receipt of urgent instruction from the Town Clerk of any faults, that fault shall be dealt with forthwith by the Contractor, unless the cause of the defect is outside the terms of the contract.
  - e. Any defective lamp is to be repaired forthwith, unless the nature of the defect is outside the terms of the contract i.e. damage caused by vandalism, accident or adverse weather conditions. In such cases the Contractor to report the same to Gerrards Cross Town Council. The contractor shall hold at all times adequate material at his own expense to ensure that the Contractors liabilities under the contract are fulfilled.
  - f. Replacement at the Contractors own expense all, photo cells and chafed or defective wiring when damaged or otherwise faulty. Faulty lanterns / lamps are to be replaced with 16w CU Phosco P852 lanterns, with 7 pin NEMA socket, photocell and secondary isolator.
  - g. The contractor shall hold at all times adequate material at his own expense to ensure that the Contractors liabilities under the contract are fulfilled.
  - h. Cleaning of all lamps, heads, shades and lenses at least once a year. The shade of any lamp shall also be cleaned when the bulb to that lamp is replaced.
  - i. An earth loop impedance safety test of the electrical system at both the Southern Electric terminal and the light column will be carried out for each light once every two years. A similar test will be carried out when any work is done on a lamp or column.
  - j. Check inventory and a general report on the condition and general safety of each light and column that includes the above safety test is to be given to the Town Council by 31<sup>st</sup> October each year.
  - k. The pruning of all trees, shrubs, hedges etc where these cause effective obstruction of light from a lamp onto the area which it is intended to illuminate. The Contractor is to prior consult with the Town Council Clerk where ownership of the trees, shrubs, hedges etc is not clear. Furthermore, where trees grow within Gerrards Cross Conservation Area or are subject to a Tree Preservation Order, no action to be taken without prior consultation and agreement of the Town Council Clerk.
  - l. Making safe any lamppost immediately when it appears there could be danger to people or further deterioration of the column and the appropriate remedial work to be undertaken forthwith.
  - m. Any work such as repairs or replacement arising from vandalism, accidents and weather shall be quoted by the Contractor and agreed with the Town Clerk unless such safety work is to prevent danger to any member of the public when such work will be done immediately and reported to the Council Clerk forthwith. Any such works that needs to be done to restore the columns or lights to proper working order that is not listed in appendix 1 should not be done without proper authorisation from the Town Council in writing unless undertaken to prevent danger as aforesaid.
  - n. The Contractor will, once in a calendar year, supply on demand within one month to the Council Clerk a list of details of those lights and columns which, in his opinion, need replacing as part of a long term programme to keep the lighting stock of the Town Council from deteriorating.

- o. When a post is attended for any reason, such as lamp failure or photo cell failure, the lamp may be upgraded but with the approval of the Town Council.
- p. Provide regular advice to the Town Council on design of lighting installed and any developments in technology.
- q. The Contractor shall be responsible for maintaining their own adequate public liability (with a limit of indemnity of at least £10 million) for the company and their employees against any claim which may arise in the performance of this Contract and hereby indemnifies and will keep indemnified Gerrards Cross Town Council and all its members and employees from and against all actions, costs, claims, demand, liabilities and proceedings whatsoever arising from the performance of this contract. The Contractor shall supply to the Council Clerk evidence of such third party insurance at the date of the annual renewal of such insurance policies.
- r. The contractor shall complete the schedule of rates in Appendix A which shall be deemed to include all travelling and office expenses, plant and tools, overheads, profit and all other emoluments and expenses

### **Invoicing and payment**

- Please provide the annual sum for the maintenance contract over for the initial three-year period. 1/12<sup>th</sup> of the annual sum to be paid monthly (calendar month), and within 30 days of presentation of invoice.
- The cost of the replacement parts outside of the contract are to be invoiced separately to the maintenance contract and presented within 30 days of the completion of the works.

### **Contract terms:**

1. The period of the contract to be a term of three years, possibly extended twice by a year.
2. All the work and requirements are to be carried out by the Contractor in a good and workmanlike manner in accordance with the British Standard Specifications and codes of contact. The Contractor shall ensure that their employees comply with all requirements of the current Health and Safety legislations. The contractor shall ensure that all employees are competent to deal with the work within this contract.
3. All new installations shall comply with the current IEE Regulations/ for Electrical Installations.
4. The Contractor shall, where necessary cut back minor tree growth obscuring lanterns and will, where possible, inform the owner of the trees of his intention beforehand.
5. Where a unit is the subject of an accident or major failure the Contractor shall replace the unit to the Purchaser's specification at the price shown on the schedule and advise the SSE to reconnect. The response time shall be within two hours where there is a safety implication and four hours in other circumstances.
6. The tenderer shall complete the Schedule of Rates in Appendix A which will provide the basis for all payments under this Contract.
7. In the event of the Contractor failing to properly, and expeditiously, carry out the terms of the Contract the Council reserves the right to arrange for the work to be carried out by alternative means, and terminate the Contract upon giving seven days' notice.

**Emergency response:**

All emergency situations are to be attended within 2 hours of notification and made safe as required.

All standard faults to be attended within 10 working days.

**Freedom of Information Act**

The Council is bound by the provisions of the Freedom of Information Act ("FOI") 2000. All information submitted to the Council may therefore need to be disclosed and / or published by the Council in compliance with the Act. Any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Information Commissioner).

If you consider that any of the information included in your Tender should not be disclosed by the Council, please identify it and explain (in broad terms) why. Please also indicate how long you think the information should be covered by a non-disclosure provision. Please include this information in the "Freedom of Information" Schedule included in these ITT Documents and return with your Tender.

**Variations**

Following the formation of a binding agreement, no deletion from addition to or variation of these contract conditions shall be valid unless agreed in writing and signed by both parties.

**Service Standards**

The Contractor shall carry out all works expeditiously, to a high standard, and shall comply with the requirements of the Supply Authority and the Wiring Regulations (where applicable). The Contractor shall carry out the work required to keep the equipment in lighting without site supervision and without specific individual instructions

**Contract Administrator**

The Contract Administrator shall be the Clerk to the Council or such other nominee as they shall appoint in writing.

**Indemnity**

The Contractor agrees to indemnify and keep indemnified the Council against all actions claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Contract howsoever arising.

**Acts and Regulations**

The Contractor shall allow for ensuring that the Works and the execution thereof comply in all respects with any Acts, Rules, and Regulations currently in force and are in accordance with the requirements of the Local Authority, Fire Authority, Police Authority, water, gas, electricity, telephone, and cable TV suppliers, and the Insurers. Any item in the Contract documents or specifications, which deviates from those requirements, shall be brought to the attention of the Clerk as soon as possible. The contractor should carry a street works licence when necessary and have a LOLER certificated cherry picker (or demonstrable equivalent).

**Contractor to provide Plant etc.**

The Contractor shall provide all plant equipment and materials necessary for the proper performance of the Services.

**Assignment**

The Contractor shall not: -

(1)assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without first obtaining the written consent of the Council.

(2)sub-contract the provision of the Service or any part thereof to any person without the previous written consent of the Council, which consent shall be in the discretion of the Council and, if given, shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respects as if they were the acts, defaults or neglect of the Contractor.

### **Invoicing and payment**

Please provide the annual sum for the maintenance contract over the three-year period.

1/12<sup>th</sup> of the annual sum to be paid monthly (calendar month), and within 30 days of presentation of invoice.

The cost of the replacement parts to be invoiced separately to the maintenance contract and presented within 30 days of the completion of the works.

Subject to any of the previous conditions giving the Council the right of set-off or deduction in respect of the contractor failing to satisfactorily provide the Service the Council shall, within 30 days of the Contractor submitting full details of all of the Services performed in the previous month supported by an invoice computed using the rates and prices comprised in the Tender, pay to the Contractor the sum shown in the invoice.

### **Please quote for the following period of Contract:-**

From 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2026

This contract will be renewed for 3 years unless written permission is made to the contrary before the 1<sup>st</sup> January 2026.

### **CONTRACT PRICE**

2023 – 2026 - £-----per annum plus Value Added Tax at current rate per lamp for 359 lamps which is the number of lamps at the commencement of the contract.

### **Schedule of rates**

The tenderer shall complete the following Schedule of Rates which shall be deemed to include all travelling and office expenses, plant and tools, overheads, profit and all other emoluments and expenses:

Additional lamps authorised to be installed or removed by Gerrards Cross Town Council during the period of the contract to be added or subtracted respectively pro rata.

Payments shall be made against an invoice, monthly in arrears.

Please quote for the following period of Contract:-

From 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2026

This contract will be renewed for 3 years unless written permission is made to the contrary before the 1<sup>st</sup> January 2026.

### **Schedule 1 Appendix A**

**Please quote for the following additional works:-**

Job specification and quotation for repairs to equipment are the result of vandalism, accidents or adverse weather conditions:-

1. Dig out around post, straighten post and re-concrete as required. £
2. Supply and fit one new choke and new capacitor and partial overhaul. £
3. Remove existing column, lantern and gear and dispose of and arrange for SSE to disconnect. Transport it to a specified place in Gerrards Cross £
4. Supply and fit one new column and ancillary equipment. Dig hole and concrete column in position. £
5. Disconnect and remove top section of column where damaged or unsafe. Tape up and seal remainder temporarily and make safe. £
6. Replace heads of standard columns with standard heads to match current GXTC specification whenever remedial work needs to be undertaken on a non-standard column £
7. Repaint column £
8. General advice regarding lighting and new projects etc. £...FOC

If you have any questions concerning this contract, please do not hesitate to contact the Town Clerk as shown below: -

**The Town Clerk  
Gerrards Cross Town Council  
South Lodge  
East Common,  
Gerrards Cross  
SL9 7AD  
01753888018  
clerk@gerrardscross.gov.uk**