



Downley Parish Council

Upgrade of Footway and Street Lighting

# Invitation Document

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## INTRODUCTION AND SCOPE OF WORKS

### Overall Purpose of Commission

Downley Parish Council (DPC) plan to upgrade their footway and street lighting stock in the village.

### Project Objectives and Outputs

#### Objectives

1. DPC wishes to replace all sodium lanterns with LED fittings to illuminate footpaths and road areas using existing columns in their current locations. Where lanterns are mounted on wooden poles, new pole brackets will be required to mount the new LED fitting.
2. It is hoped that the project will greatly improve visibility leading to safer paths for residents, lower maintenance and running costs and an improved carbon footprint.

#### Outputs

1. DPC will agree a programme and start date with the successful tenderer who will then be responsible for working to the agreed programme.
2. During the works the successful tenderer will be expected to attend weekly meetings to monitor progress.
3. The successful tenderer will only use their own trained labour or suitable subcontractors which they have previously approved. Equipment used shall comply with all relevant British Standards. Installation methods shall comply with BS 7671:2018 IET regulations.
4. The successful tenderer will be completely responsible for compliance with all health and safety requirements including Construction and Design Management (CDM) if required. This includes responsibility for any subcontractors or specialists being engaged on the contract.
5. The successful tenderer will be responsible for the full management of the local Distribution Network Operator (DNO) service works where required and all traffic management.
6. On completion of the contract, the successful contractor will hand over to DPC a completed contract manual containing details of the luminaires, columns, and electrical warranties, etc.
7. Any queries regarding the content or specification contained in this document should, in the first instance, be referred to the Parish Clerk via email at [info@downleyparishcouncil.org](mailto:info@downleyparishcouncil.org).
8. Any unresolved queries or assumptions made regarding the work required must be clearly set out in the tenderer's priced response.

## Controls

All high-level luminaires are to be programmed with constant light output (CLO) to maintain the original installed lighting level and turn on at 35 lux and off at 18 lux.

“All-night” controllers to have stepped dimming to 70% level from 2300 to 0300 then to 30% from 0300 to 0500.

## Specification and Requirements

After removing and disposing of existing fittings, new cabling, checking DNO fuse rating with luminaire requirements, signing and guarding, the contractor shall allow to supply and fix (S&F) the following :-

### **HWDP / MG3AD1635L / 7NS / xx / W7 / PND / DDC**

Highway Diamond, 76mm Spigot, Moss Green RAL6005, 3000k, Auto Disconnection, 16LED, 350Ma, CLO, 7-Pin Nema Socket, xx Optic Lens, 7mt x 2.5mm Prewired Flex Cable,  
Factory programmed to dim from 100% Output to 70% Output from 2300hrs until 0300, then from 70% output to 30% output from 0300 to 0500 then back to 100% until switch off.

Where xx refers to the precise optic lens used.

The optic lens provided should be suitable for the location that the light will be placed. These should be agreed with the Council at pre-contract stage. The contractor must satisfy itself about the quantities before an order is placed. A full schedule of lights with their locations is provided with this tender.

Two of the lights required to be fully replaced and the contractor is required to ensure that all approvals for this have been obtained. This should include any liaison with, and cost of, subcontractors.

Further the contractor is required to be responsible for any traffic and pedestrian management.

The precise list of lights with their appropriate number for painting will be provided prior to contract placement.

The new numbering of the lights should be carried out before any installation work is commenced.

This tender document is final unless changes are agreed by both parties in writing.

The contractor must provide a testing schedule to prove to the Council that they have carried out the work as defined in the contract. Only then will the council be able to approve payment.

The wording Supply and Fix (S&F) in this tender, means not only procuring the luminaire and bracket but also new cabling from the luminaire to the DNO cut-out, proper and approved disposal of redundant luminaire, brackets, cables, etc. and all labour required to complete the installation.

Disposal of old electrical equipment is to be fully documented and carried out in accordance with the WEEE regulations.

The Parish Council will require copies of Waste Transfer Notes to be provided

## INSTRUCTIONS TO TENDERERS

### 1. Invitation to Tender

- 1.1. Downley Parish Council principally invites detailed and costed proposals for the work described in the Introduction and Scope of Works.
- 1.2. Please ensure your submission includes all details as per section 4 below.

### 2. Explanation of Documents/queries during the tender period/ registration of intent to tender

- 2.1. It is the responsibility of the prospective service tenderers to obtain for themselves, at their own expense, any additional information they may require in order to submit their bid.
- 2.2. Tenderers are advised to ensure that they are familiar with the nature and extent of the obligations if their tender is accepted, including the Council's Standing Orders (copy can be obtained on request).
- 2.3. Should any tenderer be in doubt as to the interpretation of any part of the documents, the Clerk shall endeavour to answer written queries. All queries are to be submitted in writing by post or email to arrive with the Clerk not later than eight working days before the date for return of tenders.
- 2.4. Prospective tenderers are requested to register their intent to tender by writing to the Clerk by post or email, not later than ten days before the date of return of tenders. The tenderer's contact details should be included.

### 3. Accuracy of Tender

Tenders must be submitted for the supply of all the services specified in the Form of Tender. Tenders submitted for part of the services only will be rejected. Tenderers must price separately for all items listed in the Form of Tender.  
The Parish Council may reject any tender that is not priced as requested.

### 4. Information to be provided

Tenderers should provide a brief description of the overall organisation of their company. Subcontracting information should also be included if subcontractors are being engaged and their role(s) in the project briefly described.

## 5. Submission of Tender Documents (and/or Additional Proposals)

- 5.1. The tender shall be made on the Form of Tender provided and signed by the Tenderer. All Contract Documents, together with these Instructions and completed Form of Tender should be sent by registered post or delivered by hand to the address below.

Tender for 'LED Replacement Lighting Project'

The Clerk  
Downley Parish Council  
Community Centre  
School Close, Downley, High Wycombe  
Buckinghamshire  
HP13 5TR

[clerk@downleyparishcouncil.org](mailto:clerk@downleyparishcouncil.org)

**To arrive not later than midday on the date quoted.**

No unauthorised alteration or addition should be made to the Tender Form, or to any other of the Contract Documents. If any alteration or addition is made or if these instructions are not met, the tender may be rejected.

- 5.2. All documents requiring a signature shall be signed, as follows:
- Where the Tenderer is an individual, by that individual.
  - Where the Tenderer is a partnership by the two duly authorised partners.
  - Where the Tenderer is a company by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 5.3. Tenders shall be submitted strictly in accordance with the tender documents
- 5.4. Tenderers must ensure that all requested documentation is returned with the completed tender.
- 5.5. No name or mark, including any franking machine slogan, is to be placed on the envelope to indicate in any way the identity of the sender.
- 5.6. Tenderers or any representatives thereof will not be permitted to be present when the tenders are opened.
- 5.7. All prices should be fixed for the duration of the works, quoted in pounds sterling and shall be exclusive of VAT.
- 5.8. The Tenderer should confirm its willingness to enter into a JCT Minor Works Contract for the work

## 6. The Basis of the Tender

The rates quoted on the Form of Tender section shall remain fixed for the duration of the contract.

## 7. Period of Acceptance

The Tenderer is required to hold its tender open for acceptance for a period of 90 days from the closing date for the submission of tenders.

## Evaluation of Tender

Downley Parish Council is not required to accept the lowest or indeed any tender

### 8. Presentations

Tenderers may be required to attend in person for such procedural or technical presentations as the Council shall deem necessary during the process of tender evaluation, at no charge to the Council.

### 9. Contract Commencement Date

Tenderers should set out the anticipated time between receipt of an order to proceed and the start date

### 10. Late Submissions

Tenders submitted after the closing date will not be accepted.

### 11. Expenses and Losses

The Parish Council shall not be responsible for any expense that may be incurred by any Tenderer in preparing their tender proposals.

### 12. Confidentiality

All information supplied by the Parish Council in connection with this invitation to tender shall be treated as confidential by prospective Tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the tender.

### 13. Ownership of Tender Documents

These documents are, and shall remain, the property of the Parish Council and shall be returned with the tender. If the tender is not to be submitted, the documents are to be returned.

### 14. Insurance

The successful Tenderer shall effect and maintain all appropriate insurances necessary to cover their liabilities under this contract.

### 15. Format of Tenders

#### **Those tendering for this project should submit:**

- Tender Form
- Evidence of experience
- Company details as per section 4 of Instructions to Tenderers
- Form of Assurance
- Agreement of willingness to enter into a JCT Minor Works Contract
- Collusive Tendering document
- Copies of Insurance; Public/Products Liability, Employers Liability etc
- An indication of the time between receipt of an order to proceed from DPC and start date

## 16. Offer and Acceptance of Contract

- 16.1. Prior to the expiry of the tender validity period as defined in Clause 7, a letter of provisional acceptance of tender will be sent to the successful Tenderer. The successful tenderer will confirm their willingness to undertake the works by return of post.
- 16.2. A JCT Minor Works Building Contract 2016 will be completed and will include confirmation of 30-day interim payments following receipt of a completed invoice and DPC's requirements for Retention and installation warranties.
- 16.3. Unsuccessful Tenderers will be notified on receipt of the letter of willingness to proceed from the successful tenderer to undertake the works.
- 16.4. The Parish Council will expect to complete the contract documentation prior to the start of work.

## 17. Bribery Act 2010

The Tenderer shall:

- 17.1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements).

## 18. Any Tenderer may be disqualified who:

- 18.1. Is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors or who is in any analogous situation arising from a similar procedure.
- 18.2. Is the subject of proceeding for a declaration of bankruptcy, for an order of compulsory wind up or administration by the court or for an arrangement with creditors or is the subject of any other similar proceedings.
- 18.3. Has been convicted of an offence concerning his professional conduct by a judgement
- 18.4. Has been found guilty of proven grave professional misconduct.



## TENDER

### Upgrade of Street and Footway Lighting

To:

The Clerk  
Downley Parish Council  
Community Centre  
School Close, Downley, High Wycombe  
Buckinghamshire  
HP13 5TR

[clerk@downleyparishcouncil.org](mailto:clerk@downleyparishcouncil.org)

Having examined all documentation bound in this Invitation Document as listed in the Table of Contents. I/We undertake to provide the above mentioned services in conformity with this tender for the prices listed below:

Item No.	Description of Activity	Number	Unit Price	Total
	Disconnection, removal and proper disposal of existing fittings. Waste Transfer Notes MUST be provided to DPC.	105		
	Removal and proper disposal of failed metal column. Supply and fix replacement 5m galvanised steel column including transfer of supply and making good.	2		
	Supply and fix suitable weatherproof box and new cut-out on timber pole and connect to overhead line supply using line taps including DNO cost	27		
	Supply and fit new Selc 8480N photocells (not on bollards)	105		
	Remove existing sodium internal fittings in bollards and replace with LED fittings (Gosling Grove)	12		
	Provide electrical isolation switch to allow safe working on individual units.	105		
	Change DNO fuse where necessary – show cost per item	1		
	Paint new numbers on lighting poles	187		
	Total			£

I/We anticipate that currently the time between receipt of an order to proceed and the start date would be in the region of .....working days

I/We agree that all prices will be fixed for the term of this contract.

I/We understand that you are not bound to accept the lowest or any tender.

Signed: .....

Name - printed .....

On behalf of: .....

Address: .....

Position in Company ..... Date .....

Signed: .....

Name - printed .....

On behalf of: .....

Address: .....

Position in Company ..... Date .....

## FORM OF ASSURANCE

### HEALTH & SAFETY AT WORK CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 2015

The Tenderer's attention is drawn to Part 4 of the Regulations which contains the duties to control specific worksite risks. This includes requirements on safe working near excavations, during dismantling and maintaining safe access to and from places of work.

Part 4 applies to all construction work and places duties on any person carrying out construction work, or any person in control of a person carrying out construction work.

I/We undertake in the event of this tender being accepted, to carry out these works with due regard to the provisions of the Construction (Design and Management) Regulations 2015.

Site staff shall be adequately trained, instructed, and supervised to ensure, so far as is reasonably practicable, the Health and Safety of all persons who may be affected by the works under this contract.

All plant, equipment, and vehicles for use under this contract shall, where statutorily required, be tested and comply with all relevant criteria.

Before commencing work, I/we will prepare a written policy on Health and Safety for employees together with written organisational arrangements for carrying out the policy.

Signed: .....

Name - printed .....

On behalf of: .....

Address: .....

.....

Date: .....

(Signed copy to be returned with Tender Submission)



## COLLUSIVE TENDERING CERTIFICATE

I/We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/we also certify that I/we have not done any of the following acts during the tender period:

1. Communicated to a person other than the person calling for this tender, the 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 quotations required for the preparation of tender.
2. Entering into any agreement or arrangement with any other person so that they shall refrain from tendering or inform that person as to the amount of any tender to be submitted.
3. Offering or paying or giving or agreement 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 described above.

In this certificate the word 'person' includes any persons and anybody or association, corporation or unincorporated and 'any agreement or arrangement' includes any such transaction, formal or informal and whether legally binding or not.

Signed: .....

On behalf of: .....

Address: .....

.....

Date: .....

(Signed copy to be returned with Tender Submission)



## NON-SUBMISSION OF TENDER FORM

### SUPPLY AND INSTALLATION OF LED FOOTWAY LIGHTING PROJECT

To: Downley Parish Council

Supplier:.....

Our company is unable to return a tender submission for this project for the following reason:

- Unable to submit price in timescale
- Other (please specify below)

.....  
.....  
.....  
.....  
.....

Signed: .....

On behalf of: .....

Address: .....

.....

Position in Company ..... Date .....