

# **Amersham Town Council**

# Contract for repair, maintenance, checking and cleaning of lamp columns along with the replacement of forty-four heritage style lanterns

#### 1. Invitation to Tender

Amersham Town Council is inviting tenders for the repair, maintenance, checking, cleaning of lamp columns & replacements of 43 (forty-three) non-LED lanterns within the parish of Amersham.

#### 2. Tender Submission

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

The Town Clerk
Amersham Town Council
Flint Barn Court
Church Street
Amersham
HP7 ODB

# To arrive no later than 2.00 pm on 1st June 2022

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

Tenders received after 2.00pm on 1st June will NOT be considered.

# **Specification**

The Council is looking for a quote for a five-year contract as follows.

## (a) Maintenance

Replacement of faulty components for 870 (eight hundred and seventy) light columns, detailed in the inventory attached- appendix 1 (lamps, control gear, private fuses, photocells, wiring) as reported by email, every 21 days (as a minimum), commencing 01 July 2022. Most lights have CU Phosco P852 LED lanterns, while 30-45 have older style LED lanterns, which were installed between 2013-2018).

All lanterns under warranty (i.e., those CU Phosco P852 LED lanterns installed within three years of the date of fault, to be replaced/repaired by the contractor (approx. 200 lanterns)

The number of lighting columns/lanterns within the maintenance contract will increase to 914, once the replacements, noted below have been undertaken (by September 2022).

# (b) Replacement

The replacement of 44 heritage style lanterns as per the following specification:

Windsor street luminaire with frog mounting painting in RAL 9005 (black), with clear polycarbonate glazing, with one quarter blacked out to reduce light pollution. DDW LX3-32 LED module with Diamond + A3 optic 2700K run at 700mA and a 35-lux night photocell. Midnight to 5.30am (with each lantern to be fitted with a dyno dimmer). Fitted with 8 1.5m wiring.

N.B Three (3) of these lights are located on Rectory Hill, a road with a 60mph speed limit.

All 44 lanterns must be replaced by September 2022.

# **Exclusions:**

- Repairs to electrical supply (REC or private)
- Replacing missing, damaged or faulty column doors, lanterns, lantern bowls, columns, brackets, isolation devices, timeclocks
- Attendances outside the scheduled visits

Please provide a pricing sheet for repairs that fall under the above exclusions.

## **Invoicing and payment**

 Please provide the annual sum for the maintenance contract over the five-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 lanterns to be invoiced separately to the maintenance contract and presented within 30 days of the completion of the works. i.e., prior to October 2022.

#### Contract terms:

- The period of the contract to be a term of five years.
- All the work and requirements are to be carried out by the Contractor in a good and
  workmanlike manner in accordance with the current codes of practise and British
  Standard Specifications. The Contractor shall ensure that she/he and his employees
  comply with all requirements of the current Health and Safety at work Acts. The
  contractor shall ensure that all employees are competent to deal with the work
  within this contract.
- All new installations shall comply with the current IEE Regulations for Electrical Installations.
- 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.
- Where a unit is the subject of an accident the Contractor shall replace the unit to the Purchaser's specification at the price shown on the schedule and advise the REC to reconnect. The response time shall be within one hour where there is a safety implication and four hours in other circumstances.

#### **Emergency response:**

We would also require costings on additional rates for an emergency response service (2 hours) for knockdown columns.

# Lighting inaccessible by vehicle:

We currently have 34 columns/lights that are located along footpaths which are not accessible to vehicles. These columns are fixed and **not** raise and lower columns and as such please state whether you are able to repair these within the contract when they fail. If there is an additional charge to repair these lights, please specify this within the tender.

#### 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 provide the services described in the specification in a proper skilful and workmanlike manner using new good and sound materials to the entire satisfaction of the Contract Administrator (as hereinafter defined).

#### **Contract Administrator**

The Contract Administrator shall be the Clerk to the Council or such other nominee as s(he) 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. **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.

### **Payment**

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.

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

The Town Clerk
Amersham Town Council
Flint Barn Court
Church Street
Amersham
HP7 0DB
01494 434000
townclerk@amersham-tc.gov.uk