



INVITATION TO TENDER

Street Lighting Maintenance Contract for Stotfold Town Council

Contract period: 1st April 2023 to 31st March 2026

EXECUTIVE SUMMARY

Stotfold is a medium sized town in the North East of Bedfordshire. It has seen recent expansion, with several new housing developments completed, and a further large development to start within the coming year.

Our unitary authority, Central Bedfordshire Council owns and operates the majority of street lighting within the town, however Stotfold Town Council owns 260 lanterns in various locations. Some of which are the old vintage style columns. The council has undertaken a programme of maintenance and replacement when necessary. As lanterns require replacing, we are undertaking a process of updating them with more cost-effective versions.

When new housing developments are complete, some developers and Central Bedfordshire Council ask us to adopt street lighting within that development and so the number of lanterns we own may increase. We also establish new areas which require street lighting and provide our own lighting columns.

Key dates

Tenders are to be returned no later than **Monday 13th February 2023, 12:00 noon**

Tenders must be delivered by post or hand delivered to:

The Town Clerk, Stotfold Town Council, Greenacre Centre, Stotfold, Hitchin, Herts, SG5 4HG

Please also include an electronic version of the tender documents by USB data stick, sent via email, or make the files accessible and downloadable with a secure link to a site such as Microsoft One Drive or WeTransfer.

Contact for this procurement is:

Mrs Kate Elliott-Turner, Town Clerk, Stotfold Town Council, Greenacre Centre, Valerian Way, Stotfold, Hitchin, Herts, SG5 4HG

Email: Kateelliott-turner@stotfoldtowncouncil.gov.uk

Telephone: 01462 730064

Documents

1. Invitation to tender for the street lighting maintenance contract 2023 to 2026
2. The Specification of Works
3. Form of Tender
4. Inventory of Street Lights
5. Street Lighting Policy

PART 1

Introduction, timeline & instructions for tenderers

Introduction

Stotfold Town Council ('the council') invites tenders for the Street Lighting Maintenance Contract for Stotfold.

The purpose of this document is to give detailed instruction on the form of tender to be complied with. Any tenders that do not comply with the requirements set out below may be rejected by the council.

The street lighting columns/lanterns are town council owned, and this contract does not relate to Central Bedfordshire Council or developer owned columns.

The service and works required for the Street Lighting Maintenance Contract are outlined in the Specification of Works document.

The successful tenderer ('the contractor') will enter a 3 year contract with the council commencing from 1st April 2023 to 31st March 2026.

The contract will allow for a break clause from 31st March 2024 should services rendered not be satisfactory. Upon completion of year 1 (1st April 2023 to 31st March 2024) notice can be given of three months by Stotfold Town Council to discontinue the contract should work carried out not be to a satisfactory standard as determined by Stotfold Town Council.

The council does not undertake to accept the lowest, or any, tender submitted.

The council offers no guarantee that any tender will be recommended for acceptance or accepted and will not be held responsible for any cost incurred in the preparation of any tender.

Process and timeline

The contract stages are detailed below:

PRE-CONTRACT STAGE	DATE
Issue invitation to tender	16th January 2023
Tender return deadline	13th February 2023, 12 noon
Tender evaluation	20th February 2023
Contract awarded	24th February 2023

STREET LIGHTING MAINTENANCE CONTRACT	DATE
Date of commencement	1st April 2023
Date for completion	31st March 2026

The timetable set out above is intended as a guide only. The council reserves the right to terminate, amend, or vary the procurement process at any time.

Instruction for tenderers

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact The Town Clerk, Stotfold Town Council, Greenacre Centre, Valerian Way, Stotfold, Hitchin, Herts, SG5 4HG kateelliott-turner@stotfoldtowncouncil.gov.uk, 01462 730064, if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are not permitted.

Tender prices must remain valid for 6 months from the submission date. Please advise if this is not possible.

Prices submitted must indicate the rates for carrying out each element of the contract.

Incomplete tender – tenders may be rejected if the information asked for in the invitation to tender and specification is not given at the time of tender.

Returning tender – tenders should be returned in an envelope clearly marked 'Private and Confidential – Street Lighting Maintenance Contract Tender'. The tender must be delivered by post or hand delivered to:

The Town Clerk, Stotfold Town Council, Greenacre Centre, Stotfold, Hitchin, Herts, SG5 4HG, by 12:00 noon on Monday 13th February 2023. Please also include an electronic version of the tender documents by USB data stick, sent via email, or make the files accessible and downloadable with a secure link to a site such as Microsoft One Drive or WeTransfer.

Receipt of tenders – tenders will be received up to the time and date stated. Those received before the due date will be retained unopened. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

Acceptance of tender – by issuing this invitation the council is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

Inducements – offering an inducement of any kind in relation to obtaining this or any other contract with the council will mean the council will disqualify your tender from being considered and may constitute a criminal offence.

Confidentiality of tenders – please note the following requirement. You may not:

- Tell anyone else what your tender price is or will be before the time limit for delivery of tenders
- Try to obtain any information about anyone else's tender before the time for delivery of tenders
- Make any arrangement with any organisation about whether or not they should tender, or about their tender price
- Discuss your tender price or works required under the tender, with anyone else other than the Town Clerk

Failure to comply with these conditions may disqualify your tender.

Costs and expenses – you will not be entitled to claim from the council any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

Debriefing – following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.

Evaluation criteria – the tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economic advantageous tender.

Freedom of Information – the council is committed to openness and transparency and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, the council may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any mail marked 'confidential' or equivalent by the council should not be taken to mean that the council exclude any data of confidentiality by virtue of that marking. If a request is received, the council may be required to disclose details of unsuccessful tenders.

Tenderers should present their proposals in the following format:

Section 1 – table of contents

Section 2 – management summary

Section 3 – meeting the specification

Section 4 – cost and charging arrangements

Section 5 – declarations, undertakings and attachments

Section 6 – risk assessments, method statements and insurance

Conclusions – whilst every endeavour has been made to give tenderers an accurate description of the council's requirements, tenderers should make their own assessment about the methods and resources needed to meet this requirement.

The contract will take the form of an exchange of letters based on these conditions.

In the absence of specific direction to the contrary, the tenderers price must be fully inclusive, including contingency, covering all labour, materials, temporary works, plant, groundwork preparation, overhead charges, and profit, as well as the general liabilities and taxation payable in so far as any is due, obligations and risks described or implied in the tender documents. Costs relating to items which are not priced will be deemed to have been included elsewhere within the tenderers budget. For the avoidance of doubt the tender price will also be deemed to cover all contingencies or costs overruns.

In the interests of fair competition, if tenderers discover any anomalies or ambiguities in the bid documents, they are requested to bring them to the council's attention as soon as possible so that clarification can be provided to all interested bidders.

Should any tenderer be in doubt as to the interpretation of any part of this invitation to tender, the tenderer shall submit a request for clarification to the council.

PART 2

Contract specification

General requirements

The council is looking for a contractor that can fulfil the service and works as outlined in the Street Lighting Maintenance Specification of Works 2023 to 2026 and the locations maps.

The contractor is to maintain all the Stotfold Town Council owned street lighting, within the parish boundary, within the timeframes as specified within the documents unless a variation is agreed by the council in writing due to exceptional circumstances.

If any work is required to trees, as per the specification, the contractor is to verify with the Local Planning Authority's Tree Officer that no planning permission is required in relation to Tree Preservation Orders or Woodland Orders. If these are required, then it is assumed that the contractor will apply on behalf of the council for permission to carry out the works.

Prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities, and obligations, but excluding VAT. A price shall be inserted against each item on the Form of Tender for each element of the contract tendered for.

VAT (Value Added Tax)

- Please state clearly when submitting prices whether or not VAT will be charged.
- Where the contract price agreed between the council and the contractor is inclusive of any VAT. Further amounts will not be paid by the council should a vatable supply claim be made at any later stage.
- Where the overall contract price is exclusive of VAT, the council shall pay any VAT, incurred at the prevailing rate (currently 20%). If the VAT rate changes the council will pay any VAT incurred at the new rate.
- It is the responsibility of the tenderer to check the VAT position with HMRC before submitting a bid.

Warranty and indemnity – the contractor warrants to the council that the obligations of the contractor under this contract will be performed by properly qualified and trained personnel with reasonable skill, care, diligence and to such high standard of quality as it is reasonable for the council to expect in the circumstances. The council will be relying upon the contractor's skill, expertise and experience for the provision of the service and also upon the accuracy of all representations or statements made and the advice given by the contractor in connection with the performance of the service and the accuracy of any conceived, originated, made or developed by the contractor as part of the contract. The contractor warrants that any goods supplied by the contractor forming part of the service will be of a satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

Tenderer is to submit risk assessments and method statements.

Key considerations

Contractors are advised to visit Stotfold, to familiarise themselves with the works required and the location and type of town council owned street lights.

Refer to the Street Lighting Specification of Works document.

Refer to the Inventory of Street Lights.

Refer to the council's Street Lighting Policy.

Tenders received will be subject to evaluation and consideration by a variety of stakeholders.

The successful tenderer ('the contractor') will enter a 3 year contract with the council commencing 1st April 2023 to 31st March 2026.

PART 3

Preliminaries/general conditions

Schedule of Contract Conditions

Overview

- Clause 1 Stotfold Town Council places orders for services and goods, as an official order via its Purchase Ordering system.
- Clause 2 All written communications with the council shall be addressed to the Town Clerk, Stotfold Town Council, Greenacre Centre, Valerian Way, Stotfold, Hitchin, Herts, SG5 4HG.
- Clause 3 Communication by email is acceptable if addressed to enquiries@stotfoldtowncouncil.gov.uk. However, a transmission of any email that demands electronic acknowledgement of such an email will not be accepted as proof of delivery.

Obligations of Terms and Conditions

- Clause 4 No terms and conditions put forward by the contractor (unless terms relating to hire, lease or loan) shall form part of the contract unless included in the official order.
- Clause 5 Unless the council expressly agrees in writing, every party shall be governed by these conditions, to the exclusion of all other conditions.
- Clause 6 By taking action against an official order, the contractor will be deemed to have accepted these terms and conditions in their entirety.
- Clause 7 Without prejudice to any standard required elsewhere in the contractor, all services shall conform to any applicable specification or code of practice issued by the British

Standards Institution or the International Standards Organisation, those current at the date of the proposal.

- Clause 8 The contractor shall hold membership of the Highway Electrical Association, and provide certificated evidence.
- Clause 9 In addition to Clause 8, the contractor warrants that it will provide the service with reasonable skill, care and diligence.
- Clause 10 A regular inspection shall be carried out by the council throughout the period of the contract to ensure the work is completed in accordance with the Specification of Works.
- Clause 11 No standing time will be paid for time lost due to inclement weather conditions, or for any other circumstances which may arise to prevent work proceeding.
- Clause 12 No payment will be made for any work not carried out to the satisfaction of the Town Council.
- Clause 13 The contractor shall keep in good repair and condition, all its machinery, and ensure that such machinery is in a satisfactory condition at all time to complete all work done on the council's behalf.
- Clause 14 The contractor shall provide all its personnel with adequate protective clothing, and every employee whilst working within the limits of highway, shall wear reflective clothing.
- Clause 15 The contractor shall not sub-contract the official order or any part of it without the prior written consent of the council.
- Clause 16 The council would cancel this contract and recover from the contractor any loss resulting from such cancellation if the contractor or person acting on his behalf shall have offered, given or agreed to give any officer or member of the council a gift or consideration of any kind as an inducement or reward in respect of the contract, or shall have committed any offence under the Prevention of Corruption Act 1889 to 196 or Section 117 of the Local Government Act 1972.
- Clause 17 The council may cancel this contract if the contractor becomes bankrupt or insolvent.
- Clause 18 The contractor shall be liable for and it indemnifies the council, its employees, agents or contractors against all proceedings, liabilities, loss, damage, claims, costs and expenses whatsoever arising, directly or indirectly, out of or in the course of or in connection with the supplies supplied or value of said goods or provision or value to provide services. The contractor shall maintain insurance policies containing an indemnity to principles clause with a reputable insurer to cover such liability and it should provide evidence of with submission of tender, and at each annual renewal.
- Clause 19 The contractor shall not infringe an intellectual property right of any third party.
- Clause 20 The intellectual property rights not in specifications information instructions, plans, drawings, patterns, models, designs whatever material made valuable to the contractor by the council or obtain on the contractor in connection with the contract shall remain vested solely in the council and intellectual property rights in anything arising out of the supply shall be based in the council.

- Clause 21 The contractor shall comply with all applicable legislation, including, but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, and the Disability Discrimination Act 1995, the Human Rights Act 1998, General Data Protection Regulations 2018, or any statutory modifications or renegotiations thereof. All works are to be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013, Codes of Practice of the Highway Electrical Association (HEA), observing all industry set training and safety standards, including full PPE and traffic management.
- Clause 22 The council must protect the public funds it handles and therefore it may use the information the contractor gives relating to this order/contract (i.e. invoice) to prevent and detect fraud. It may also share this information for the same period with other organisations which handle public funds.
- Clause 23 Subject to clause 24, the parties, their employees and agents, shall keep same and not disclose any information provided in confidence, without the prior written consent of the other parties, except as may be necessary for the performance of the contract. The deed of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as its disclosure before receiving it from the disclosing party or (ii) received from a third party who lawfully claimed it and who is under no obligation restricting its disclosure; (iii) has or becomes public knowledge (otherwise than by breach of this clause) and (iv) liable to disclosure under the Freedom of Information Act 2000 or any other legislation.
- Clause 24 The contractor shall assist and co-operate with the council to enable it to comply with the obligations under both the General Data Protection Regulations 2018 and the Freedom of Information Act 2000 respectively.
- Clause 25 The contractor shall confirm that it is fully compliant with the General Data Protection Regulations 2018 providing a copy of the company's ICO Registration, and once any contract is let must ensure that all personal data is redacted if such material is retained by the contractor.
- Clause 26 If either the council's internal or external auditors investigates the contract, the contractor shall provide such information, access and co-operation as this person may reasonably require.

Financial Conditions

- Clause 27 The contractor shall deliver a detailed invoice on a monthly basis, by 25th of the month, after completion of any maintenance/repairs/replacements for that month, and on a quarterly basis, their maintenance contract invoice.
- Clause 28 Payment of invoices shall be made by BACS, and shall made be by the end of the week in which the first Wednesday of each month falls, following approval by council at their meeting held first Wednesday monthly.
- Clause 29 If provided on the official order, the contractor must quote the order number(s) on the invoice. Failure to do so may incur a delay in payment.
- Clause 30 Invoices must be set out as per the contract breakdown requested by the council.
- Clause 31 Under no circumstances will a deposit or other preliminary payment be made.

Clause 32 If written in writing, such payments made against specifically identified projects, or service milestones.

Supplementary Conditions

Clause 33 Employer's and Public Liability Insurance shall have a limit of indemnity of not less than £10 million (Ten million Great British Pounds).

Clause 34 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The council currently expects the position as to what information may be accessible to the public, to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issue decisions in this area. Nor can the council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your tender, you are taken to accept this.

Information	How it is treated
Tender submissions	Will be treated as publicly inaccessible at least until the successful tenderer has exchanged letters with the council to confirm the contract
Identity and amount of tenders	The identity and amount of the successful and unsuccessful tenderers will become publicly accessible only after award. Tenderers will continue to have their existing rights to know details about their own tender, but not of others
Trade secrets and other information that is genuinely commercially confidential	The council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as blanket justification for refusing access, and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so

Clause 35 The contract will be terminated if the contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract or commits an offence under the Prevention of Corruption Acts 1889 – 1916. The council takes these issues very seriously. It encourages all contractors, tenderers or for that matter anyone else, to contact it if any councillor, employee or other contractor, tenderer or potential tenderer approaches them and either attempts to engage them in any such activity or infers that they could do so. Hence, you should not attempt to canvass any member (councillor) or officer of the council about your tender or try and obtain confidential information relating to the tendering process from anyone associated with the council or from any other past or present contractor to the council. If you do so your tender is likely to be rejected.