

INVITATION TO TENDER

FOR

MOWING SERVICES

FOR

WESTERHAM TOWN COUNCIL

1 April 2025 - 31 March 2028
(with potential 2 x 12 month extensions)

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Section 1 – Introduction

1.1 The Parish of Westerham (including the village of Crockham Hill) lies in the west of Kent.

1.2 Westerham Town Council is responsible for the management of Crockham Hill Playing Field, King George's Playing Fields, The Green, High Street, Westerham, and the following open spaces, Verralls Corner, Granville Road (green only), Ash Road, Hartley Road and Madan Road.

1.3 The Council now wishes to tender for Mowing (full details of the scope of work is included in the Mowing Specification, section 5).

1.4 Each area identified in Appendix 1 should be individually priced. The tenderer may quote for some or all of the areas identified. Each area will be assessed individually and the Mowing Contract may consequently be awarded to multiple contractors.

1.5 All tender submissions must be received by the Town Council Office by 12 noon on **Monday 4th November 2024 via email office@westerhamtowncouncil.gov.uk marked "Confidential, not to be opened until after 12.00 pm on Monday 4th November 2024."**

1.6 Tenders received after the closing time and date will not be considered.

1.7 Tenderers should note that the Council is not bound to accept the lowest, or any, tender. The Council's decision is final, and no correspondence will be entered into as to the reasons why a tender has been rejected.

Section 2 – Procurement timetable

Action		Date
Issue invitation to tender	The Council will publish on: • WTC website • Contract Finder	w/c 9 th September 2024
Notification of intention to bid	Interested parties are asked to notify the Council by email of their intention to submit a tender by	17 th October 2024
Site Visits (if requested)	Site visits will be conducted during the mornings of	9 th /16 th October 2024
Deadline for questions	All questions should be submitted via email to the named contact	30 th October 2024
Deadline for submission of tenders	Any tenders received after this time and date will not be accepted	12 noon 4 th Nov. '24
Evaluation	Panel evaluation	5 th November '24
Selection Ratified at Full Council		2 nd December '24
Tender(s) awarded and decision notified	The successful contractor(s) will be notified no later than	w/c 9 th December '24
Contract start date		1 st April 2025

Section 3 - Instructions to Tenderers

3.1 The Contractor shall make themselves fully conversant with the Council's requirements by reading the invitation to tender and visiting and inspecting the sites set out in the tender

document. The Contractor is required to raise any issues on which they require clarification prior to submission of their tender, as no claims arising from their failure to do so will be entertained by the Council following the submission of tenders. It is the responsibility of the tenderer to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tender.

- 3.2 **Named contact:** all contact should be with the named contact for the tender: Carla DeBono - office@westerhamtowncouncil.gov.uk
- 3.3 **Questions:** any questions and clarifications should be emailed to office@westerhamtowncouncil.gov.uk FAO of Carla DeBono using the subject heading 'Mowing Tender Submission' by Wednesday 30th October 2024. The response will be sent via email.
- 3.4 **Certificate of Collusion:** contractors tendering for this contract must complete a Certificate of Collusion (see attached document). This is in regard to canvassing of the Council or its officers to gain competitive advantage. Any effort to do so will immediately disqualify any tender submitted.
- 3.5 **Site visit:** there will be the opportunity to attend a site meeting at King George's Field, along with other interested suppliers, on the morning of either 9th or 16th October 2024. However, this is not mandatory and suppliers are welcome to visit the sites at their own convenience, without a member of staff present. Appointments to attend a site visit can be booked via office@westerhamtowncouncil.gov.uk
- 3.6 **Notice of intent to bid:** contractors should inform us of their intent to submit a tender by 17th October 2024 via office@westerhamtowncouncil.gov.uk Failure to do so could result in your organisation not receiving updates to the Tender Process or any circulated responses to questions.
- 3.7 The contract period will be for three years, with an option to extend for a further two x 12 month periods at the sole discretion of the Council.

Section 4 – Submission of Tender

- 4.1 Tenders are to be sent by post or delivered by hand in an envelope clearly labelled '*Private and Confidential Tender – Mowing*', addressed to Angela Howells, Town Clerk, Westerham Town Council, Russell House, Market Square, Westerham, Kent, TN16 1RB, so as to be received **no later than 12.00 noon on Monday 4th November 2024.**
- 4.2 The submission must include 2 hardcopies of the tender document. Electronic copies of the tender should be sent to office@westerhamtowncouncil.gov.uk **in addition** to the hard copies but not in lieu of. Electronic submissions should also be clearly titled 'Private & Confidential Tender – Mowing'.
- 4.3 Contractors are required to note that it is the Contractor's responsibility to ensure that any tender delivered by hand in response to this invitation is actually received by WTC by the above date and time.
- 4.4 No tender will be considered if it is received after the date and time specified, unless the Council, at its sole discretion, extends the closing date and time specified in writing.

- 4.5 A breakdown of costs must be itemised for each element to allow for accurate comparison between suppliers. All prices are to be quoted exclusive of VAT.
- 4.6 **Accuracy:** it is the responsibility of the contractor to check that all unit rates and other information/fees entered in the tender document are accurate. If arithmetical mistakes are found after the contract has been awarded they will not be taken into account. The figure agreed at the time of contract will prevail. If WTC suspects that there has been an error in the pricing of the Tender the Council reserves the right to seek such clarification as it considers necessary from the contractor only.
- 4.7 **Pricing:** prices indicated in appendix A (Form of Tender) would apply for the three years, subject to an appropriate inflationary annual uplift, using the Office for National Statistics prevailing CPI rate.
- 4.8 **Price validity period:** contractors are required to keep prices fixed and tenders valid for acceptance for a period of 90 days from the closing date for receipt of tenders.
- 4.9 The Council may reject any tender not complying in any matter and their decision in that regard shall be final.
- 4.10 The Council is not bound to accept the lowest tender, nor does the Council guarantee that it will decide to award a contract.
- 4.11 **Award of contract:** the Council will contact all Contractors at the conclusion of the tender selection process advising of our decision and its rationale.
- 4.12 **Confidentiality:** All information supplied by the Council in connection with this invitation to tender shall be regarded as confidential by the Contractor except such information that may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the tender. The Tender documents are and shall remain the property of the Council.
- 4.13 **Freedom of information:** all information submitted to the Council may need to be disclosed and/or published by the Council in compliance with the Freedom of Information Act 2002.
- 4.14 Accordingly, 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/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.

Section 5 – Mowing Specification

This contract will be for the provision of grass cutting services for Westerham Town Council in the Westerham and Crockham Hill Parish area.

The tenderer may quote for some, or all of the areas identified. Each area will be assessed separately, and different parts of the contract may be awarded to different contractors.

- All mowing is weather dependent, and more cuts might be necessary in some areas if grass growing conditions are favourable.
- Mowing contractors must only charge for the actual number of cuts undertaken, not the number scheduled. Mowing is normally started between the end of March and middle of April and stops between the end of September and middle of October, often with a reduced frequency at the beginning and end of the season.
- Prior to cutting any area, the Contractor will remove all litter to ensure no injury to persons or damage results. For the avoidance of doubt, litter is classed as stone, paper, tins, bottles, twigs and branches and dog waste.
- Mowing shall take place on the area of grass up to the paving, walling and other boundaries, unless alternative arrangements have been agreed by the Council.
- The contractor must allow for cutting around all obstacles, including but not limited to, bins, poles/fencing, bus shelters, flower beds, benches, gym equipment, path edges etc. This may involve use of a strimmer or smaller mowing equipment. The cutting of edges/around obstacles **MUST** take place at the same time as the cut.
- The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.
- During very wet conditions, grass cutting shall cease if damage to the surface, levels and contours of the ground will occur. The Contractor is required to notify the Deputy Clerk of the periods when cutting cannot be carried out. Any damage caused will be reinstated by the contractor.

Mowing Equipment and Machinery

- The Contractor shall provide all plant and equipment necessary for the contract. All mowing machines shall be well maintained, cutters to all mowers shall be sharp and properly set up so as to cut the grass cleanly and evenly at all times.
- All machinery used shall be fitted with adequate safety guards, and machinery and plant shall be properly maintained in accordance with the manufacturer's instructions.
- No machinery shall be refueled or lubricated on the grass areas.
- In the event of any operation or activity carried out by the Contractor being of detriment to the structure of the facility or area, the Contractor will be responsible for the cost of all remedial works which would be required.

Health and Safety

- Contractor will comply with the Health and Safety/Risk Assessment best practice.
- All persons operating machinery and equipment must be appropriately trained. The Contractor shall provide, if asked, adequate proof that all operatives are well

trained and conversant with Health & Safety legislation and are competent in their operating methods.

- The Contractor is required to notify the Deputy Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages.

Insurance

- The Contractor will maintain public liability, professional liability and (if relevant) employer liability Insurance throughout the term of the contract. Evidence of this will be required on offer of contract and annually thereafter.

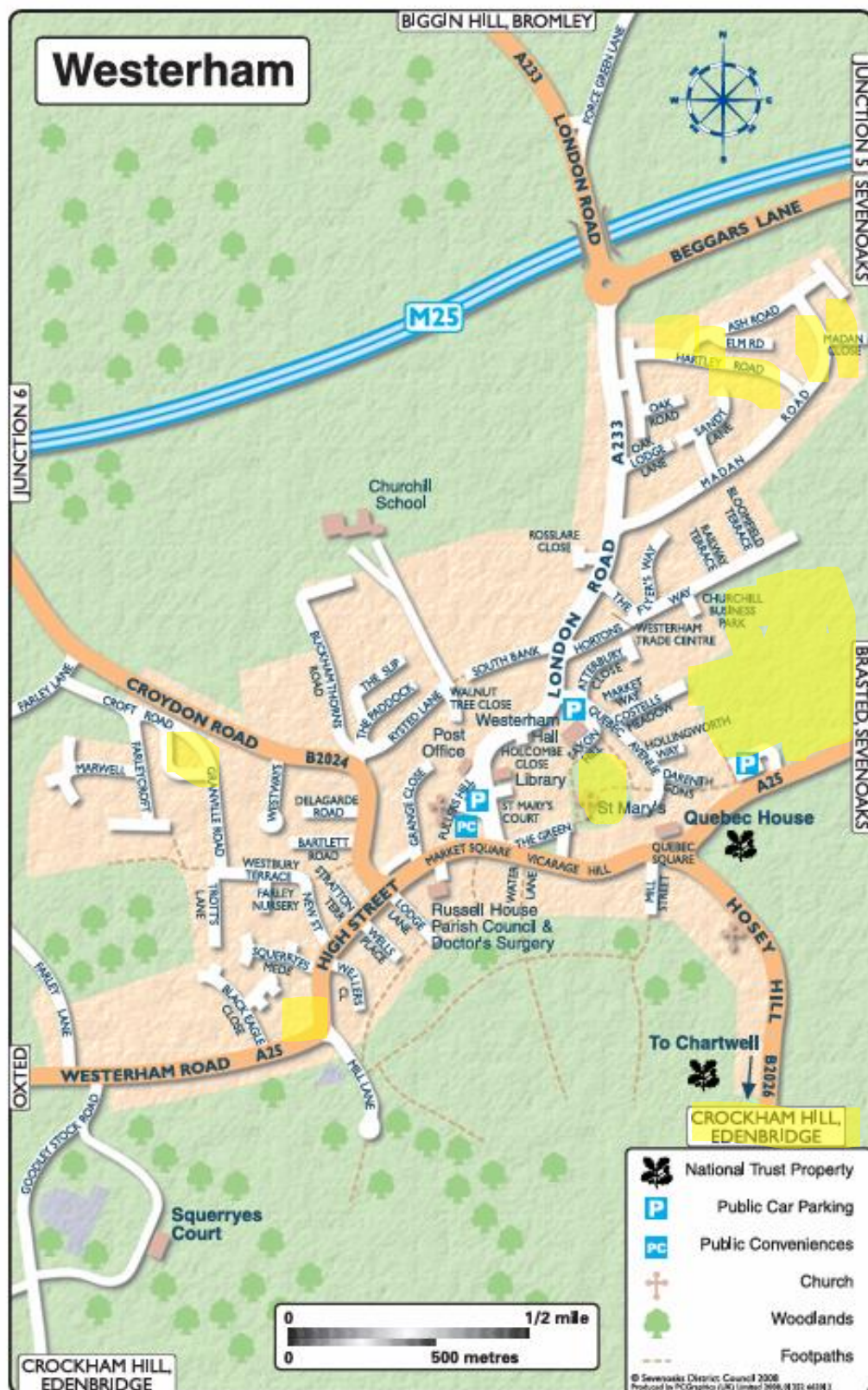
	Approx. No. of cuts	Mowing Specification and area specific notes
PLAYING FIELD (AREA 1)		
Crockham Hill Playing Field, Dairy Lane, TN8 6RA 	18-20 cuts	Gang mow weekly/preferably mid-week The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.
PLAYING FIELD (AREA 2)		
King George's Field, off Costells Meadow, Westerham, TN16 1BN 	18-20 cuts	Gang mow on a Tuesday/Wednesday (in inclement weather on a Thursday) Edges strimmed including around bowls club, playground and tennis court fences, around the outside gym equipment, skate park, benches and picnic tables. The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.

THE GREEN (AREA 3)		
The Green, (located on the High Street) Westerham, TN16 1AS 	26 cuts	Weekly cut (from 3rd week March) – sometimes two weekly beg/end of the season, depending on the weather/ growth. Extra cuts commissioned at the end of the season if necessary. Edges to be trimmed around benches, noticeboard, and paved areas. The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass. Parking at the Green is very limited and not suitable for large vehicles/machinery. Mowing must be done early morning before the area gets busy. The Contractor will be advised by the Council when there are events scheduled on the Green and asked to raise the cut, thereby leaving the grass slightly longer to protect it from increased footfall.
OPEN SPACES (AREA 4)		
Granville Road (green), TN16 1RX 	16 cuts	The Contractor will clear the site of any grass.

Madan Road, TN16 1DX – both sides of the road 	16 cuts	The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.
Ash Road, TN16 1EJ – both sides of the road 	16 cuts	Two areas, either side of the car park. The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.

Hartley Road, TN16 1EG 	16 cuts	The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.
Verralls Corner, off the A25, TN16 1RG 	14 cuts	A slightly later start to mowing than other areas due to letting the daffodils go over. Strimming as required at the beginning of the season around the daffodils. The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.

MAP IDENTIFYING LOCATIONS:



Section 6 - Evaluation Criteria

- 6.1 All submissions will be assessed in line with Westerham Town Council financial regulations. The tenderers must be able to answer yes to the following screening questions:
1. Has the contractor confirmed that they have visited the site? YES/NO
 2. Has the contractor provided evidence of similar projects in the past? YES/NO
- 6.2 The Council will evaluate all essential requirements above and disclosed in the business questionnaire (appendix C) on a 'pass' or 'fail' basis. Tenders failing any of the essential criteria will be rejected at this stage of the evaluation.
- 6.3 **Full evaluation will then be based upon the following criteria and weightings:**

Evaluation Criteria Breakdown	
Sub criteria	
Method Statements	100%
Quality	25%
Price	50%
Previous Experience	15%
Health & Safety	10%

6.4 Scoring Guidelines

The questions asked of applicants within this section shall be scored using the marking system described within this section. Applicants should refer to the Council's minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to applicants who show further relevant details and information that could potentially enhance the applicant's proposal. It should be noted that to achieve the highest scores available the applicant must not only meet but exceed the Council's minimum requirements, where these are stated.

All scored questions shall be evaluated in accordance with the guidelines overleaf:

Score 1	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
Score 3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
Score 4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good
Score 5	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Council's requirements to the minimum level	
Score 6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Council's requirements to the minimum level with some evidence of where the applicant could exceed the minimum requirements	
Score 7	Good	Good proposal/response that convinces the Council of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
Score 8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	Strong - Excellent
Score 9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
Score 10	Outstanding/ Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

6.5 **Award Questions:**

Question Number 1	Question
Quality (25%)	
6.5.1	The Applicant shall provide a statement detailing the applicant's ability to perform the contract to the highest standards.
Council's minimum requirements: Please detail the Quality Control/Assurance techniques that will be employed to ensure that the contract is consistently performed to the highest standard. Summarise briefly how your working practices minimize damage to the environment, including the disposal of wastes (organic/plant material) and the use of vehicles, equipment and your workforce. Include brief details of the qualifications, skills and experience of the workforce and management who will actually provide the services specified. Provide details of any Quality Assurance/Environmental Management accreditations held/licences for waste disposal.	
Response:	

Question Number 2	Question
Price Evaluation (50%)	
6.5.2	The Applicant shall demonstrate effective and efficient delivery of quality services in hand with cost competitive pricing. The Council seeks pricing that is reasonable and appropriate (not necessarily the lowest bid). The most economically advantageous tender is that which offers the best price through the ratio of price/quality.
Council's minimum requirements: The full and final cost for each area outlined (per annum). Bids shall include for all costs associated with undertaking grass cutting and shall include travel, equipment and consumables. Please note that the Council is looking for a Contractor that is willing to work with the Council to manage the costs within a set budget. The applicant can include any relevant additional information (over and above the Form of Tender) below.	
Response:	

Question Number 3	Question
Previous Experience (15%)	
6.5.3	The quality of case studies provided will be used to assess this question.
Council's minimum requirements: The Council is looking for evidence of the Applicant's previous experience in relation to managing and delivering contracts of a similar nature to that required here. Please provide a brief description (not exceeding 500 words in total) of two similar contracts in terms of scale and specification, which you have undertaken within the last five years. Testimonials may be included (outside the word count). The council is interested in any problems that occurred and how you solved them. References may be sought subsequently.	
Response:	

Question Number 4	Question
Health and Safety (10%)	
6.5.3	The Applicant shall demonstrate compliance with all Health and Safety Laws/Regulations.
Council's minimum requirements: Please summarise the safety practices that you will follow when providing the specified services to ensure the safety of your workforce and the public alike. Please detail any Health & Safety Management accreditation held.	
Response:	

NB: The Council may reject contractors that score 1 - 3 in any of the criteria, or more than two 4s.

APPENDIX A – FORM OF TENDER

The mowing scope of works is specified within section 5. You are required to review that document and respond with appropriate costs on the Form of Tender below. Applicants are required to give a breakdown of the **annual** costs that would be allocated to each area.

The mowing areas are split into 4 named areas as follows:

1) Crockham Hill Playing Field 2) King George's Field 3) The Green and 4 Open Spaces. The tenderer can quote for areas 1,2 or 3 or all of the areas identified.

Each of the four areas will be assessed separately and different parts of the contract may be split up and awarded to different contractors.

To be completed by tenderer

	Approx. No. of cuts	Price per cut	Total
PLAYING FIELD (AREA 1)			
Crockham Hill Playing Field, TN8 6RA	18-20 cuts		
PLAYING FIELD (AREA 2)			
King George's Field, Westerham, TN16 1BN	18-20 cuts		
THE GREEN (AREA 3)			
The Green, (located on the High Street) Westerham, TN16 1AS	26 cuts		
OPEN SPACES (AREA 4)			
Granville Road (green) TN16 1RX	16 cuts		
Madan Road, TN16 1DX	16 cuts		
Ash Road, TN16 1EJ	16 cuts		
Hartley Road, TN16 1EG	16 cuts		
Verralls Corner, TN16 1RG	14 cuts		
TOTAL			

General Notes and guidance:

In addition to the Form of Tender (Appendix A), the Contractor is also required to complete the following documentation:

- The Award questions in section 6.5,
- Collusive Tendering Certificate (Appendix B)
- Business Questionnaire (Appendix C)

Note: a schedule of works, health and safety policy, risk assessments and copies of insurance documents **should not** be provided at this point.

Having examined the Conditions of Contract for carrying out of the above-named works, I/we offer to complete the whole of the said Works in conformity with the above for the sum of:

(Amount in words): _____

(Amount in figures): _____

1. I/We have full authority to enter into the contract and to provide the service.
2. This tender shall be kept open for **90 days from 4th November 2024.**
3. The Contract shall become binding upon the Council's written acceptance of the Tender.

Signature: _____

Name: _____

Position: _____

Company Name: _____

Contact Person: _____

Tel no: _____

Date: _____

APPENDIX B – COLLUSIVE TENDERING CERTIFICATE

Westerham Town Council Mowing Contract

In recognition of the principle that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering.

WE CERTIFY THAT

1. The tender submitted herewith is a bona fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done, and we undertake that we will not do at any time before the hour and date specified for the return of the tender any of the following acts:
 - (a) communicating to a person other than the person calling for those tenders 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 the Tender);
 - (b) entering into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted;
 - (c) directly or indirectly canvassed any member or officer of the Council with a view to gaining more favourable consideration of our tender. Nor offered to pay/agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person in relation to the tender for the said work.

DATED this day of20.....

SIGNED (as in Tender)

Duly authorised to sign for and on behalf of

APPENDIX C – BUSINESS QUESTIONNAIRE

1. SUPPLIER INFORMATION		
1.1 Supplier Details		
Name of the company		
Registered company address		
Primary address from which the services covered by the tender will be provided (if different from above).		
Please outline the principal types of business activity of your organization and your main geographical area of operation.		
Registered company number		
Date of formation		
Number of employees		
Registered VAT number		
Name of parent/holding company		
Named contact/job title Contact telephone number Contact email address		
Please mark 'X' in the relevant box to indicate your trading status	i. A public limited company	
	ii. A limited company	
	iii. A limited liability partnership	
	iv. A sole trader	

	v. A charity	
	vi. other (please specify)	
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i. Voluntary, Community and Social Enterprise (VCSE)	
	ii. Small or Medium Enterprise(SME)	
	iii. Other (please specify)	
Are you applying as the lead organization in a consortium of organisations?		
If yes, please state who the member organisations of the consortium are, what their roles will be and when the consortium was formed.		
1.2 Contract details		
Please mark 'X' in the relevant box to indicate whether you are:		
Bidding as the Prime Contractor and will deliver 100% of the key contract deliverables yourself		
Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of the areas/percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.		

Bidding as a Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of the areas/percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	
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2. GROUNDS FOR MANDATORY EXCLUSION

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), directors or partner, or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
c. the common law offence of bribery;		
d. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
e. any of the following offences, where the offence relates to fraud affecting the United Kingdom's financial interests:		
i. the offence of cheating the Revenue;		
ii. the offence of conspiracy to defraud;		
iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland)		

iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
vi. an offence in connection with taxation in the UK within the meaning of section 71 of the Criminal Justice Act 1993;		
vii. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
viii. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
ix. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
f. any offence listed:		
i. in section 41 of the Counter Terrorism Act 2008; or		
ii. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
h. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; or any offence involving Racial Discrimination		
k. an offence under section 59A of the Sexual Offences Act 2003; or any offence involving Sexual Harassment		
l. an offence under section 71 of the Coroners and Justice Act 2009		
m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
n. any other offence within the meaning of Article 57(1) of the Public Contracts Directive:		
i. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
ii. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
2.2 Non-payment of taxes Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?		

If you have answered Yes to this question, please use a separate appendix to provide further details. Please confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?		
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3. GROUNDS FOR DISCRETIONARY EXCLUSION

The Council may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (j);

3.1 Within the past five years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
b. your organisation is bankrupt, the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, or where its business activities are suspended;		
c. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
d. your organisation has entered into agreements with other economic operators aimed at distorting competition;		

e. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive measures;		
f. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
g. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
h. your organisation: i. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or ii. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or		
i. your organisation has undertaken to:		
(i) unduly influence the decision-making process of the contracting authority, or		
(ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
j. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), the Council may exclude an applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the applicant to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Supplier.

Please also state if any director, partner, senior manager or associate of your organisation is a relative or has any type of private or business relationship with either a Councillor, or an officer employed by Westerham Town Council, giving details of the nature of the relationship.

Taking Account of Bidders' Past Performance

In accordance with question (g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the applicant completing this Questionnaire. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The applicant has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the applicant shall, as a minimum, prove that it has:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the applicant shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the applicant shall be given a statement of the reasons for that decision.

4. FINANCIAL INFORMATION

Please indicate that you are able to provide one of the following to demonstrate your financial standing – DO NOT PROVIDE THE DOCUMENTS AT THIS STAGE. The Council will request the evidence to be submitted to ensure the any potential contractor has sufficient financial resource to undertake the contract if they are successful at contract award stage.

4.1	Please indicate your answer with an 'X' in the relevant box.	
	a. A copy of the audited accounts for the most recent two years	
	b. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	
	c. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	d. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
4.2	(a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:	
	Name of the organisation	
	Relationship to the Supplier completing the Questionnaire	
	If yes, are you able to provide parent company accounts?	

5. TECHNICAL AND PROFESSIONAL ABILITY

Relevant experience and contract examples

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Council's requirement. Contracts for supplies or services should have been performed during the past five years. The named customer contact provided should be prepared to provide written evidence to the Council to confirm the accuracy of the information provided below.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

		Contract 1	Contract 2	Contract 3
5.1	Name of customer organisation			
5.2	- Name of contact in customer organisation - Position in the organisation - E-mail address			
5.3	- Contract start date - Contract completion date - Contract Value			
5.4	A brief description of the contract delivered, if not detailed as a case study under item 6.5.3			

5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

6. ADDITIONAL INFORMATION

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage.

a. Project Specific questions to assess Technical and Professional Ability

Please indicate your answer by marking 'X' in the relevant box.	Yes	No
Does your organisation require your staff and your sub-contractor's staff to undergo a Disclosure and Barring Service (DBS) check to the standard level.		
Please self-certify that your organisation has a Safeguarding Policy or would be willing to ensure that one is in place upon award of the Framework Agreement that complies with current legislative requirements.		
b. Insurance		
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below Please indicate your answer by marking 'X' in the relevant box.	Yes	No
Employer's (Compulsory) Liability Insurance = min. £5,000,000		
Public Liability Insurance = min. £5,000,000		
Product Liability Insurance = min. £5,000,000		
Professional Indemnity Insurance = min. £1,000,000		
c. Compliance with Equality Legislation		
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
(Please indicate your answer by marking 'X' in the relevant box):	Yes	No
In the last five years, has any finding of unlawful discrimination been made against anyone within your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?		
In the last five years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?		
If you have answered "yes" to one or both of the questions above, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.		

If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.		
You may be excluded if you are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.		
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
d. Health and Safety		
Please indicate your answer by marking 'X' in the relevant box.	Yes	No
Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. The successful tenderer will need to provide a copy of your organisation's Health and Safety policy, together with a schedule of works, a risk assessment and method statement, before the contract commences.		
All persons operating machinery and equipment must be appropriately trained. The Contractor shall provide, if asked, adequate proof that all operatives are well trained and conversant with Health & Safety legislation.		
The Contractor is required to notify the Council immediately of any accidents, near misses or environmental incidents.		
Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 5 years? If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.		

If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these organisations?		
e. Environmental Management		
Please indicate your answer by marking 'X' in the relevant box.	Yes	No
Please indicate your agreement to removing from site all waste materials, including, but not restricted to: grass, wood, bark, paper, metals, plastics, glass. Tenderers may be asked to indicate how they separate and dispose of the materials described in this clause.		
Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last five years by any environmental regulator or authority (including local authority)? If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.		
The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 5 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.		
If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?		
f. Quality		
Please indicate your answer by marking 'X' in the relevant box.	Yes	No
Please self-certify that your organisation holds a quality certificate such as ISO9001 (or equivalent) or a policy that attests to your organisations' approach to quality management.		

If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these organisations?		
g. Payment Terms		
Please indicate your answer by marking 'X' in the relevant box.	Yes	No
Please indicate your agreement to the Council's standard payment terms: • The Council will only make payment against itemised supplier invoices • Payment will be made within 30 days of receipt of invoice, by electronic transfer, unless an alternative schedule is agreed; • Invoices received for work that has not been authorised by the Council will be rejected. • If the supplier is declared bankrupt, is liquidated or placed into administration, the contract will immediately become nul and void. • If the supplier is found guilty of committing fraudulent acts (whether or not associated with this contract), the Council will have the right to terminate the contract without prior notice.		

6. Declaration	
I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... Insert name of contractor Name Position I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.	

