

Westerham Town Council

Tender For Mowing Services

**1 April 2021 - 31 March 2024
(with potential two-year extension)**

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 included in the Mowing work Specification - Appendix 1).

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 separately and the Mowing Contract may consequently be awarded to multiple contractors.

1.5 All tender submissions must be received by the Deputy Clerk by 12 noon on **Monday 22nd February 2021 via email office@westerhamtowncouncil.gov.uk marked "Confidential, not to be opened until after 12.00 pm on Monday 22nd February 2021.**

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

1.7 Tenderers should note that, as part of the evaluation process, they **may** be asked to attend a virtual meeting at which they will be expected to answer questions on their bid. Tenderers will be contacted if it is decided that a virtual meeting needs to be arranged and such meetings will take place during week commencing 22nd February 2021.

1.8 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 - Instructions to Tenderers

2.1 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.

2.2 Any questions and clarifications should be emailed to office@westerhamtowncouncil.gov.uk using the subject heading 'Mowing Tender Submission' by **Wednesday 17th February 2021. The response will be sent via email.**

2.3 All information supplied by Westerham Town Council in connection with this tender shall be treated as confidential by tenderers.

2.4 All information submitted to the Council may need to be disclosed and/or published by the Town Council. Without prejudice to the foregoing, the Council may disclose information in compliance with the Freedom of Information Act 2002.

2.5 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 if it considers it necessary or appropriate to do so.

2.6 The evaluation will include emphasis on quality as well as price.

2.7 The contract period will be for three years, with an option to extend for a further two years at the sole discretion of the Council.

2.8 The timescales relating to this tender are:

Action	Date
Place advertisement and circulate	During w/c 25th January 2021
Send out tender documentation	From w/c 25th January 2021
Site visits (if requested)	Between 25 January and 3rd February 2020
Closing date for return of tender	Monday 22nd February 2021 - 12 noon
Deputy Clerk /delegated councillors to meet virtually and review received tenders	Between 23rd and 24th February
Virtual Interviews (if deemed necessary)	During w/c 22 February 2021
Selection Ratified at Council Meeting	1st March 2021
Tender award date	3rd March 2021
Contract start date	1st April 2021

Section 3 - General Information

3.1 Organisation Identity

3.1.1 Name of the Company in whose name business is to be transacted:

Contact person:

Registered address/principal office:

Company registration no.(where relevant):

Tel no(s):

E-mail

3.1.2 Primary Address from which the services covered by the tender will be provided (if different from above).

Primary Address:

3.1.3 Please indicate below the principal types of business activity of your organisation, and your main geographical area of operation (if continuing on a separate sheet this should be headed "3.1.3").

3.2 Legal Information

3.2.1 Please specify the legal nature of your organisation (eg, sole trader, partnership, limited liability partnership, public limited company, private limited company, local authority, charity etc):

3.2.2 Date of formation of organisation:

3.2.3 VAT Registration Number (indicate if not applicable)

3.2.4 Are there any court actions and/or industrial tribunal hearings outstanding against your organisation? Yes/No

If "yes" provide details on a separate sheet marked "Section 3.2.4"

3.2.5 Has your organisation been involved in any court actions and/or industrial tribunals over the last 3 years? Yes/No

If "yes", provide details on a separate sheet marked "Section 3.2.5"

3.2.6 Please give the names and responsibilities of any directors/partners/principal and other senior managers of your organisation (or indicate if not applicable):

3.2.7 Please state if any director, partner, principal or other senior manager or any person or business associated with 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: Yes/No

3.2.8 If you have answered 'Yes' to Question 3.2.7 above, please give details of the relationship:

Section 4 - Health and Safety

All contractors undertaking works under this tender must satisfy the Town Council of their competency regarding Health and Safety.

4.1 Please enclose a copy of your organisation's health and safety policy, which should include details of how compliance is measured.

Section 5 - Human Resources

If you have stated in response to 3.2.1 that you are a sole trader, please go straight to Q5.2.5

5.1 How many employees does your organisation employ?

5.2 Equal Opportunities - the Council has a duty to ensure Equality and this extends to its suppliers. To ensure that your practice does not discriminate directly or indirectly on the grounds of disability, sex, sexual orientation, religion or belief in the provision of goods or services, please give evidence to show how you comply with your statutory obligations under the following legislation:

- equal opportunities
- race relations
- equal pay

5.2.3 In the last three years, has any finding of unlawful discrimination in ANY field been made against your organisation by the Employment Tribunal, the Employment Appeals Tribunal or by any court or by any commission in a formal investigation? Yes/No

5.2.4 In the last three years has any contract with your organisation been terminated on the grounds of failure to comply with either or both of:

- a) Legislation prohibiting discrimination? Yes/No
or b) Contract conditions relating to equal opportunities in the provision of goods, facilities or services? Yes/No

5.2.5 Has your business been convicted, in the last three years, of breaching any other areas of UK legislation? Yes/No

Section 6 - Provision of Financial Information

6.1 Provide a copy of your audited accounts for the last financial year: if unaudited, please identify the exempting circumstances on which you reply.

6.1.2 If you qualify for the small business exemption, provide a copy of your statutory (or equivalent) accounts for the last financial year.

6.3 Has your business been subject with any bankruptcy or administration proceedings? Yes/No

If "yes" provide details on a separate sheet marked "Section 6.3"

Section 7 – References

Please complete the reference details below for at least 2 of your current or recent contracts. The Town Council may contact these referees as part of supplier evaluation immediately following receipt of tender and your permission to do so will be assumed.

Reference 1:

Contact Name

Phone No(s):

E-mail

Address:

Brief description of contract:

Reference 2:

Contact Name

Phone No(s):

E-mail

Address:

Brief description of contract:

Section 8 – Insurance

Please provide details of your organisation's insurance protection in relation to employer's liability, public liability and professional indemnity.

Policy	Insurer	Value £
Employers Liability (please indicate if ST)		
Public Liability		
Professional Liability		

Please enclose a copy of the insurance certificates.

Section 9 – Environmental

9.1 Tenderers will be required to incorporate the Council's commitment to ensuring that all procurements consider the environmental well-being of the town and surrounding areas, in their submissions. In particular, they will be required to provide evidence of compliance with relevant environmental standards with respect to themselves, their systems of work, equipment and supplies.

9.2 Tenderers are required to remove from site(s) all waste materials including, but not restricted to - grass, wood and bark, paper, metals, plastics, glass. Tenderers should indicate how they separate and dispose of the materials described in this clause, (if continuing on a separate sheet of paper use the heading "9.1") and indicate methods of storage of hazardous substance, eg fuel and weed control substances.

Section 10 - Additional Information

10.1 Please describe your previous experience of providing services similar to those you wish to provide under this tender. (If continuing on a separate sheet using the heading "Section 10.1")

Section 11 - Commercial Information

11.1 - Pricing Instructions:

11.1.1 A document indicating scope of work is attached (Appendix 1). You are required to review that document, and respond with appropriate costs on Appendix 2 - Pricing Schedule.

11.1.2 Prices indicated in Appendix 2 would apply for **three years** with the potential for a **two- year** extension at the same prices but subject to appropriate inflation uplift, using then prevailing Bank of England (or equivalent) inflation indices. This option will be exercisable by the Council at its sole discretion.

11.2 Payment Terms

11.2.1 The Council will only make payment against itemised supplier invoices

11.2.2 Payment will be made monthly, on receipt of invoice, unless an alternative schedule is agreed;

11.2.3 Payments must be made by electronic means.

11.2.4 Invoices received for work that has not been authorised by the council will be rejected.

11.2.5 If the supplier is declared bankrupt, is liquidated or placed into administration, the contract will immediately become null and void.

11.2.6 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.

11.3 Site Visit

11.3.1 A site visit may be arranged prior to the tender closure date. If a formal site visit is not arranged or cannot take place due to the current covid-19 government guidelines, tenderers are expected to make their own visit to the Parish.

11.3.2 All tenderers are required to satisfy themselves that they are in possession of sufficient information to prepare a detailed, fixed price, offer. If any errors are made due to failure to obtain such information, the responsibility will lie with the tenderer alone.

Section 12 – DECLARATION

I confirm that the answers submitted in this tender are correct. I understand that the Council may reject this tender if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

FORM COMPLETED BY

Name	
Position	
Telephone number	
Email	
Date	
Signature (for electronic submission please type name, please provide hard copy with signature)	

Appendix 1

Westerham Town Council

Mowing Specification

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 split up and 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 including the base of all obstacles, trees etc. unless alternative arrangements have been agreed by the Council.
- Where mowing equipment is not practical then the area should be strimmed.
- 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.

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 refuelled 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.

<u>CROCKHAM HILL</u>	Approx. No. of cuts	Mowing Specification and area specific notes
TN8 6RA Playing Field	24 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.
<u>WESTERHAM</u>		
TN16 1AS The Green	26 cuts	Weekly cut (from 3 rd 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. 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. The Contractor will clear the site of any grass.
TN16 1BN King George's Field	18-20 cuts	Gang mow on a Tuesday (in inclement weather on a Wednesday)

		<p>Edges strimmed including around bowls club, playground and tennis court fences, around the outside gym equipment and picnic tables.</p> <p>The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.</p>
<p>TN16 1RX Granville Road (green)</p>	16 cuts	The Contractor will clear the site of any grass.
Madan 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	16 cuts	<p>Two areas, either side of the car park.</p> <p>The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.</p>
Hartley 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.
<p>TN16 1RG Verralls Corner</p>	14 cuts	<p>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.</p> <p>The Contractor will clear all grass clippings arising from mowing operations from paved areas and will clear the site of any grass.</p>

Appendix 2

Westerham Town Council

Mowing Pricing Schedule

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 split up and awarded to different contractors.

To be completed by tenderer

<u>CROCKHAM HILL</u>	Approx. No. of cuts	Price per cut	Total
TN8 6RA Playing Field	24 cuts		
<u>WESTERHAM</u>			
TN16 1AS The Green	26 cuts		
TN16 1BN King George's Field	18-20 cuts		
TN16 1RX Granville Road (green)	16 cuts		
Madan Road	16 cuts		
Ash Road	16 cuts		
Hartley Road	16 cuts		
TN16 1RG Verralls Corner	14 cuts		
TOTAL			

Appendix 3

**Map of mowing areas for
Madan Road (6)
Ash Road (7)
Hartley Road (8)**

See attached.