



WESTBURY
TOWN COUNCIL



Westbury Town Council

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DOCUMENT 1

WTC 02 / 2024-25

Date 16/12/2024

**Westbury Town Council:
Tender for grounds maintenance
and Streetscene contract**

INVITATION TO TENDER

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1. Introduction

Westbury Town Council (WTC) is inviting tenders for the provision of Grounds Maintenance and Streetscene Services in accordance with the Public Contracts Regulations 2015 (PCR 2015).

WTC will take on the responsibility for Grounds Maintenance and Streetscene Services from Wiltshire Council on 1st March 2025. WTC will retain some services in house, such as the cemetery, parks and allotments.

2. Key Information

Tender Queries	All queries relating to this pack should be made via the following email address: info@westburytowncouncil.gov.uk
Submission Instructions	Tenders must be submitted as a hard copy, by post to: Westbury Town Council The Laverton, Bratton Road Westbury, Wiltshire, BA13 3EN Clearly marked with Grounds Maintenance and Streetscene Services for the attention of The Town Clerk
Further Information	Further information about WTC and the services we provide, can be found here www.westburytowncouncil.gov.uk

3. Timetable

All dates in the table below are provisional and WTC may vary the timetable or terminate the Tender Process at its sole discretion. Bidders will be notified of any changes to the timetable as soon as reasonably possible.

Requirement	Deadline
Invitation to tender (ITT)	19/12/24
Site visits	08-10/01/25
Deadline for bidders to submit Clarification Questions (CQs)	19/01/25
Deadline for WTC to respond to CQs	21/01/25
Tender submission deadline	31/01/25 at 16.30pm
Evaluation process	Week Commencing 03/02/25
Notification of Intention to Award	11/02/25
Standstill period starts	12/02/25
Standstill period ends	25/02/25
Provisional award date	26/02/25
Contract commencement date	07/03/25
Service commencement date	01/04/25

4. Tender Pack

No1	Invitation to tender (ITT)	Documents outlining the requirement, tender process, evaluation and award process.
No2	Specification – Services	Detailed statement of requirements
No3	Bill of Quantity	Statement of requirements
No4	Standard Selection Questionnaire (SSQ)	Mandatory questions, complete and submit with your response
No5	Quality Assessment: Method Statements	Mandatory questions, complete and submit with your response
No 6	Price Assessment - Form of Tender	Mandatory complete and submit with your response
No 7	Health & Safety Questionnaire	Details the Bidders Health, Safety & Welfare in the workplace
No 8	Standard Condition of Contract	WTC contract terms
No 9	TUPE information	Indicative data relating to TUPE obligations
No 10	Maps	Contract maps: https://shared.xmap.cloud?map=4634fd0d-0b51-4737-a08f-65501dad5991

5. Outline Scope

For the purposes of this procurement exercise, the term Works or Services is used to describe the full range of work and services required.

Bidders are invited to tender for the core contract and bill of quantities, this is considered as one lot. A summary is provided below:

a. Core Contract:

- Grass cutting
- Meadow cuts
- Hedges and shrubs
- Shelter belts
- Leaf clearance
- Litter
- Bins

b. Bill of Quantities:

- Burials and associated grave digging
- Ashes and associated burials
- Fly tipping and fly posting
- Hazardous waste
- Dead animals

Please see Document 2 and 3 that provides the specification and scope of works. WTC reserves the right to propose non-material changes to the specification, if necessary, through consultation with the successful bidder.

6. Contract Value

The estimated annual value of the works and services is £235,000pa. The estimated total value of the contract is £1,175,000 over an initial 5-year term.

a. Contract Term

It is anticipated that the Grounds Maintenance and Streetscene Services (contract) will be awarded for an initial term of five years from the contract commencement date 07/03/2025

Where changes to UK public procurement regulations or legislation during the life of the contract, extensions may be applied at WTC discretion to a total term of 8-years – subject to satisfactory performance over the initial term.

7. Tender

a. Procurement process

WTC will follow a clear and transparent procurement process to ensure that all bidders are treated equally and fairly. This procurement process will be conducted in accordance with PCR 2015.

WTC reserves its right at any time to terminate the procurement process for any reason and to decide at its absolute discretion whether it will enter any contractual arrangements at the termination of this procurement process. In responding to this Invitation to Tender (ITT) or otherwise engaging in the procurement process, bidders accept that their participation in the procurement process is entirely at their own risk and cost. WTC shall bear no liability whatsoever for the outcome of this procurement process, whether withdrawn or altered or recommenced, including any loss of bidding costs, loss of profits or economic loss incurred by a Bidder or by any other person arising out of or in connection with the conduct of this procurement procedure. WTC shall not be obliged to accept the lowest or any tender. The Council will select the tender that delivers the best overall fit with its local requirements.

b. Tender requirements

WTC reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the procurement documents. All such further documentation that may be issued shall be deemed to form part of the procurement documents and shall supplement and / or supersede any part of the relevant procurement document(s) as indicated.

Under the Contract, WTC requires compliance with its policies. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their tender submission. The tender submission must be received in accordance with the relevant instructions no later than the tender submission deadline. Tender submissions received after the tender submission deadline will not be considered.

Only one tender submission is permitted from each Bidder. The information supplied by the Bidder will be checked for completeness and compliance before tender submissions are evaluated.

Delivery of a notice to withdraw a tender submission must be submitted to WTC via the following email address info@westburytowncouncil.gov.uk

All signatures on any procurement or Contract documents must be made by a person who is authorised to commit the Bidder to the obligations of the Contract.

Information supplied to the Bidders as part of this Procurement is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained herein and any liability, inaccuracy or incompleteness is expressly disclaimed by WTC. Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for loss or damage through this process.

Any Bidder, employee of the Bidder, or consultant acting on behalf of the Bidder who is known to any Councillor, officer or representative acting on behalf of WTC concerning this Procurement or Contract must declare the names of the persons and their relationship in the tender submission.

8. Contract Terms and Conditions

By submitting a tender response, Bidders are agreeing to be bound by the Conditions of Tender in the Core Contract and Bill of Quantities without further negotiation or amendment. Tenders must be submitted on the basis that the Contract Terms and Conditions are accepted.

If you have a query regarding the Contract, please submit a clarification in accordance with Para 2 (Key Information). WTC will consider if any amendments are required. Where an amendment is accepted, WTC will publish a clarification response to all bidders via Contract Finder and if required will issue a revised contract. Any amendments agreed shall be published and shall apply to all Bidders. Any amendments proposed by a Bidder but not approved by WTC will not be accepted and may be considered as a rejection of the terms.

See also Document 8.

9. Submission of Tenders

Tenders must be submitted as set out in the Key Information and by the deadline for the tender submission. No information contained in this ITT, any Procurement Documents or in any communication made between WTC and any Bidder in connection with this Procurement shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Procurement.

10. Canvassing and Anti-Bribery

Any canvassing or attempt to procure information from a Councillor or officer by any Bidder concerning this Procurement, including offering or giving any gratuity or bribe of any sort may result in the disqualification of the relevant Bidder from this Procurement.

11. Tender Validity

The tender submission (including price) must remain valid for a minimum period of ninety (90) days (tender validity period).

12. Caveated Tenders

Tenders that are evasive, unclear, hedged, caveated, contain qualifications or submitted subject to a Bidder's own internal company approval may be taken as a rejection by the bidder of the terms set out in this ITT and the Bidder's tender will be rejected as non-compliant.

13. Abnormally Low Tenders

WTC maintains the right to clarify any tenders that it considers abnormally low. Following clarification, WTC maintains the right to reject any tender that is priced at a level WTC considers below the level that would enable satisfactory fulfilment of the contract.

14. Contract Price

Bidders must complete the Form of Tender setting out the annual cost of delivering the Works and Services. All prices shall be stated in pounds sterling and exclusive of Value Added Tax.

The Bidder's tendered price, as submitted on the Form of Tender, shall be fixed for the term of the Contract. No variations to the Contract Price shall be implemented without written acceptance of such variations by WTC. Changes to the Contract Price will only be accepted by WTC where the Contract includes provision for review of the Contract Price and shall become effective only once agreed and accepted in writing by WTC's authorised officer.

Notwithstanding the above, the Contract Price will be reviewed in October each year for the following financial year. However, discussion will be limited to changes in government law and the prevailing Consumer Price Index (CPI).

15. Social Value

In carrying out its functions, WTC always aims to enhance the wellbeing of residents. Delivering Social Value is about embracing a culture of civic leadership and delivering additional value over and above the core requirements outlined in the Tender Specification. WTC is actively seeking partners who share this commitment and are willing to work proactively to deliver Social Value within the local area. Examples of social value may include:

- Economic benefits such as providing local jobs, apprenticeships or supporting the local supply chain.
- Environmental benefits such as reducing carbon emissions, enhancing biodiversity and improving environmental sustainability
- Social benefits such as enhanced safety, improved amenities, enhanced social inclusion, supporting volunteers, or improving communication with residents.

Social Value proposals made as part of a Bidder's tender submission will form a contractual commitment, and where appropriate; included as one of the Key Performance Indicators and will be monitored during the Contract Period. Bidders should therefore ensure that

commitments made within their tender submission are measurable and within their capacity and capability to deliver. Social Value should not be included within the cost of delivering the Works or Services. The Social Value delivered through this contract will be assessed as set out within the Evaluation Criteria.

16. Clarification Questions

This Procurement Documents are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that all tender clarifications relating to the content of the procurement documents should be made info@westburytowncouncil.gov.uk

We ask the Bidders to help us by using the following text in the subject header **Grounds Maintenance and Streetscene Contract**.

All communication with WTC in relation to this procurement must be made by the Bidder's appointed representative, quoting in the specific document, section or question number for which the Bidder requires information or clarification. Bidders may seek clarification of any matter set out within the documentation by submitting written tender clarification queries to the following email address info@westburytowncouncil.gov.uk The latest date for submission of clarification questions is set out in the section 3 above, (clarification deadline).

WTC will endeavour to answer all tender clarifications as quickly as possible. To ensure equality of treatment of bidders, WTC intends to publish anonymised tender clarifications raised by Bidders together with WTC's responses to all bidders.

If a Bidder considers that their tender clarification is commercially sensitive or subject to confidentiality, Bidders must clearly indicate this in the tender clarifications and provide reasons for this. WTC shall be entitled in its absolute discretion to determine whether such tender clarifications should be published to all Bidders to ensure compliance with the requirements of equal treatment and transparency. If WTC disagrees with a Bidder on the commercial confidentiality of the question, they will seek confirmation from the Bidder if they wish to proceed with an anonymised response to all, or whether they wish to withdraw the question.

17. Evaluation

The evaluation is split into four stages.

No.	Stage	Assessment Method
1	Compliance – See documents required	Pass / Fail
2	Standard Selection Questionnaire (SSQ)	Pass / Fail
3	Quality Assessment: Method Statement Questions and Customer focus	Weighted value 60%
4	Commercial Assessment: Pricing	Weighted value 40%

18. Compliance Check

WTC will assess each tender to ensure compliance with the requirements set out in its tender documents. WTC may seek clarification from a Bidder to determine if a tender is complete.

Tenders that are not complete or meet the requirements may be rejected at this stage without further evaluation, those that pass the Compliance Check will proceed to the SSQ.

In addition to providing the completed questionnaires and documents as requested (in documents 3, 4, 5, 6, 7 & 8), please also provide a current copy of the following:

- Company Reporting Structure
- Waste licence
- Insurance certificates (as set out in the SSQ)
- 2 Year's accounts (where possible)

19. Standard Selection Questionnaire (SSQ)

[Please refer to Government Guidance PPN 03-24 when completing to the SSQ](#)

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract based on false or misleading information may have the following consequences for the signatory that made the misrepresentation: -

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015.
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning) Bidders must complete the SSQ and WTC may eliminate a Bidder who:

Bidders who proceed shall be evaluated on the selection criteria set out below. WTC may seek independent advice to validate information declared in the Bidders submission to assist in the evaluation.

Questions	Subject	Scoring Criteria
1.1-1.3	General Questions	N/A
2.1a - c	Part 2: Grounds for Mandatory Exclusion	A Fail will be awarded where the bidder indicates that any of the Exclusion Criteria apply and, where allowable, the Bidder does not indicate that corrective measures (self-cleaning) has been undertaken.
3.2 – 3.3	Part 2: Mandatory and Discretionary Grounds for Exclusion Relating to the Payment of Taxes and Social Security Contributions	See Document 4 – More
4.1 – 4.3	Part 2: Grounds for Discretionary Exclusion	Document 4 - More
5.1 – 5.4	Part 3: Economic and Financial Standing	As per the criteria set out in the Invitation to Tender

7.1	Insurances	A fail may be awarded where a Bidder indicates they do not have and will not obtain one or more of the insurances specified in the SSQ.
7.2a-b	Data Protection	A fail will be awarded if the Bidder answers “no” to either question.
7.3 (a)	Health & Safety	Scored based on bidder’s evidence relating to its policies, training for operatives, accident reporting, equipment and legal compliance
7.5	Public Sector Contracts - Payments	See Document 4

20. Financial Standing Assessment

[Assessing and monitoring the economic and financial standing of suppliers guidance note \(HTML\) - GOV.UK](#)

WTC will seek to confirm the financial standing of companies wishing to tender for this contract. Financial standing will be assessed broadly in line with the recommendations set out by the Cabinet Office. In performing the economic and financial standing assessment, WTC may consider, turnover, profitability, cash flow, solvency, strength of balance sheet and asset cover level. To support this assessment WTC may seek references from other independent organisations. Other publicly available information (such as that filed at Companies House) may be used as part of its verification. This will be based on an assessment of the bidders filed accounts (for the previous two years where possible)

21. Quality Assessment:

The Quality of each bid will be assessed using the responses in Document 5: Method Statement Questions. Weighting for each question, minimum scores (if applicable) and the maximum number of word limits are shown below.

a. Core Contract

Section	No	Question	Weight	Word limit
Technical	1	Delivering the Service - capability to deliver the contract specification	10	1000
Technical	2	Mobilisation and logistical readiness	10	1000
Technical	3	Customer Focus – responsiveness to client and customer requests	20	2000
Technical	4	Efficiency and Savings – effective use of resources to maximise service delivery	10	1000
Technical	5	Agility – flexibility to address unforeseen circumstances	5	1000
Technical	6	Technology – investment in systems and equipment to enhance service provision	5	1000
Commercial	7	Pricing Schedule – competitiveness and best value	40	N/A
Total	-		100	-

b. Scoring Criteria

The Bidders responses in Document 5: Method Statement Questions will be scored using the criteria below.

Score	Classification	Description
0	No Response	The Bidder offers no response or provides insufficient information that the submission is unusable.
1	Unsatisfactory (some compliance but major area of weakness)	The Bidder provides an unacceptable submission that fails in several areas. This may be little, or no details and the Bidder is unable to demonstrate they are able to deliver the works and service or there are reservations in respect of ability, understanding, expertise or resources. Would present a very high risk for WTC.
2	Partially acceptable (one or more area of weakness)	The Bidder provides a weak submission that does not set the works and services to meet the requirements. The response might be basic with little detail provided to demonstrate that the Bidder can provide the works and services and some concerns in respect of ability, understanding, expertise or resources. Would present a high risk for WTC.
3	Satisfactory (substantial compliance)	The Bidder provides a solution that mostly addresses the requirements needed to provide the solution. There are some reservations that the Bidder can provide the works and services and some concerns in respect of ability, understanding, expertise or resources. Would present a medium / acceptable risk for WTC
4	Good Response	The Bidder provides a submission that is robust and meets the requirements of the works and services in full. Evidence is provided as to how the requirements will be met and offers confidence in respect of ability, understanding, expertise or resources. Would present a low / no risk for WTC.
5	Outstanding	The Bidder provides an exceptional response. WTC's criteria and specification are fully met, and full evidence provided. The response may also identify potential added value with evidence. Low / no risk solution for WTC.

c. Moderation

Each member of the tender evaluation panel will score the submission individually. A moderation exercise will follow to agree a consensus on the final score for each question to ensure the process meets with PCR 2015. According to Standing Orders, WTC's panel will include at least one councillor and may also contain a specialist consultant.

d. Commercial Assessment

The commercial assessment will be based on the financial information. The Council is seeking to select a bid that best matches its overall requirements, and this decision is not based solely on price.

22. TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) is applicable to this tender. TUPE Protects employees when a business or contract changes hands. In such cases existing employees' rights and conditions generally transfer to the new employer. This includes continuity of employment and protected terms and conditions (pay, hours, pensions).

WTC does not make any representation concerning the application of the TUPE. If Bidders are unsure on the application of their obligations, they should seek legal advice before submitting the tender.

To assist Bidders, assess the impact of TUPE, WTC has provided generalised data indicating the likely pension obligations associated with any staff transferred as a consequence of this process.

23. Award

The Bidders receiving the highest combined quality and commercial assessment will be recommended to Full Town Council (WTC) under Part 2 (confidential session) for approval and award of the contract. WTC shall not be obliged to accept the lowest or any tender.

In a situation where a tie break occurs, the Bidder with the overall quality assessment score will be the successful Bidder.

a. Due Diligence

WTC will carry out a number of checks against the Bidders self-certification process and the contract will not be awarded until WTC is satisfied any necessary checks are complete. This will include customer feedback and reviews The Bidder may be required to submit evidence required by WTC within 5 working days.

b. Standstill Process

WTC will operate a ten-day standstill period prior to the award of any Contract.

24. Other

a. Termination

WTC shall be entitled, upon the happening of any of the following events, to terminate by writing notice the Contract, without prejudice to any other rights the Employer may have whether against the Contractor directly or pursuant to any guarantee or indemnity:

- If the Contractor fails to perform or suspends the provision of the whole or any substantial part of the service for more than seven days.
- Any serious breach by the Contractor of any term or provision of the Contract.
- If in the Employer's opinion the Contractor's performance is in continual default with no obvious prospect of improvement.
- If the Contractor becomes bankrupt, or makes an arrangement with his creditors, or has a proposal in respect of a company for the voluntary arrangements for a composition of debts or any scheme or arrangements approved in accordance with them.
- If the Contractor has an application made under the Insolvency Act 1986 in respect of the company to the Court for the appointment of an administrative receiver.

- If the Contractor has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.
- If the Contractor has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed.
- If the Contractor has an administrative receiver, as defined in the Insolvency Act 1986, appointed.
- If the Contractor has possession taken by or on behalf of the holder of any debentures secured by a floating charge, or any property comprised in or subject to the floating charge.
- If the Contractor is in circumstances which entitle the Court or a creditor to appoint, or have appointed a receiver, a manager, or administrative receiver, or which entitles the Court to make a winding-up order.
- If the Contractor has failed to produce a programme of work not less than FOURTEEN days before the Commencement of the Contract or within FOURTEEN days of any Variation of the Contract.
- If due to any unforeseen circumstance beyond Westbury Town Council control, making the contract not viable

b. Contract is terminated under Clause 24a above the Employer shall:

- Instruct forthwith, or otherwise, the Contractor to cease to perform any of the Services.
- Be entitled to require the Contractor to pass all relevant data, correspondence etc. to the Town Clerk or other person employed to provide the Service.
- Be entitled to employ and pay other persons to provide and complete provision of the Service or any part thereof and to use without payment or allowance to the Contractor all such Contractor's materials, equipment, or other goods for the purpose thereof.
- Be entitled to deduct from any sum or sums which would but for such termination have been, at the date of such termination, due from the Employer to the Contractor under this Contract or any other contract be entitled to recover from the Contractor as a debt, the amount of any costs loss or damage to the Employer resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Employer for the time spent by its officers in terminating the Contract.
- When the total costs, loss and/or damage resulting from or arising out of the termination of the Contract have been ascertained and deducted so far as is practicable from the sum or sums, and set off against any sum which but for termination would have been due to the Contractor, be entitled to recover from the Contractor as a debt any balance shown as due to the Employer or, alternatively, the Employer shall pay the Contractor any balance shown as due to the Contractor. The Town Clerk shall certify the amount by which the said costs, loss and or damage (insofar as not by the date of the certificate already recovered from the Contractor) exceeds or falls short of the amount otherwise due to the Contractor and the amount certified shall be debt payable to the Employer by the Contractor or to the Contractor by the Employer (as the case may be).
- If the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889–1916, Bribery Act 2010 or shall have given any fee or reward to any officer of the Employer, the Employer shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss to the Employer resulting from such termination.
- Without prejudice to the exercise of its powers under 11.1–11.3 inclusive above, the Employer may, without determining the whole of the Contract, determine the Contract in respect of part of the Services only, by notice in writing having immediate effect (whereupon a corresponding reduction in the Contract Price shall be made as if such

determination was a Variation) and therefore itself provide or procure a third party to provide such part of the Services.

c. Data Protection

All parties shall comply with their obligations under the Data Protection Act 2018 and the UK General Data Protection Regulations.

d. Publicity

No publicity regarding this procurement will be permitted until WTC has given written consent to the relevant communication.

WTC regularly publicises and promotes its successes in the media. The successful Bidder will be asked to provide photo evidence of good examples of works or services and/or allow WTC officers to gather such media examples.

End