**NWL132**

**Invitation to tender for
the Provision of a Dog Warden and Dog Kennelling Service for the collection of Stray Dogs for the District of North West Leicestershire**



**ITT Part A - Contract requirement**

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# Section 1 – Instructions to tenderers

**General requirements**

North West Leicestershire District Council environmental health team is seeking to contract with a supplier that has the knowledge and expertise to deliver a comprehensive integrated Dog Warden and Dog Kennelling service for the collection of stray dogs, the temporary kennelling and subsequent return to their owners, and/or rehoming as required.

North West Leicestershire District Council (‘The Customer’)’s requirements are defined in more detail in the specification

**Contract duration**

The contract period is 5 years, with no option to extend. The contract will commence on 31 August 2022 and end on 30 August 2027.

**Contract Value**

The annual value of the contract is dependent upon the customer demand. The assumed service demand should not be taken as an indication of the work to be commissioned by the council, which may be more or less than the assumed demand. The indicative annual contract value is £30,000 with an estimated contract value of £150,000 over the lifetime of the contract.

**TUPE Staff Transfers**

Suppliers should be aware that the Council does NOT consider the Transfer of Undertakings (Protection of Employment) Regulations 2006 (‘TUPE’) will apply to the award of the Contract pursuant to this ITT process (including but not limited to the provisions in TUPE Regulation 3(1) (b) of the Regulations relating to “service provision changes”).

Suppliers should seek their own legal advice in relation to TUPE Regulations.

**Process timetable**

The project is intended to follow the below timetable:

|  |  |
| --- | --- |
| **Step** | **Date(s) and time(s)** |
| Invitation to tender (ITT) issued | 1 June 2022 |
| Deadline for the submission of ITT responses | 1 July 2022 |
| Evaluation period | 4-11 July 2022 |
| Governance Approvals | 12 July 2022 |
| Intention to Award | 15 July 2022 |
| Standstill Period | 16 - 29 July 2022 |
| Contract finalisation and implementation | 1 August 2022 |
| Contract start date | 31 August 2022 |

The Customer reserves the right to amend this timetable at any time.

**Procedure**

The procurement process adopted by the Customer is based on the ‘Open’ tendering procedure as detailed in the Public Contracts Regulations 2015. In brief, the process will be as follows:

* All organisations expressing an interest in the tender will be sent an invitation to tender document.
* An initial examination will be made to establish the completeness of submitted tenders. The Customer reserves the right to disqualify any tender submission which is incomplete.
* Complete tender returns will initially be evaluated to ensure that all the stated essential qualifying criteria will be met.
* All tender returns which meet the essential qualifying criteria will be evaluated in full against the award criteria – this is explained in further detail on the following pages.

**Submitting a tender**

Tenders must be submitted using the corresponding tender response document (Part B – tender response). This must be completed in full, and signed:

1. where the Supplier is an individual, by that individual, or
2. where the Supplier is a partnership, by two duly authorised partners, or
3. where the Supplier is a limited company, by a director duly authorised for such purposes, or
4. where the Supplier is a consortium, by an authorised individual or the lead organisation.

Suppliers must complete and **return** the following documents:

* ITT Part B Tender response
* Appendix C Pricing Schedule
* Appendix D ITTQ Quality Questionnaire

The deadline for submission of tenders is stated within the timetable and on the eProcurement system. Submissions cannot be accessed or opened by the Customer until after the deadline has expired. No documents can be uploaded to the eProcurement system after the deadline has expired. Tenders received in a method other than via the eProcurement system will not be accepted.

It is therefore strongly recommended that your submission is uploaded well before the deadline to avoid traffic and ensure that failure of systems does not result in your tender failing to be submitted by the deadline. Any queries regarding the tender should be sent via the eProcurement system by the deadline shown in the timetable.

Any additional documents used to support the response must:

* be clearly referred to in the relevant response field
* have a title that clearly identifies the document (so they can be clearly identified when stored electronically)
* have a heading that clearly identifies the document (so they can be clearly identified when printed).

**Evaluation**

There will be two principal stages to the evaluation of tenders, called **‘qualifying’** and **‘award’.** The ‘qualifying’ stage is intended to assess organisations’ general suitability and capability as Tenderers. Those offers that meet the minimum standards and so ‘pass’ the qualifying criteria will then proceed to the second, ‘award’ stage of the evaluation. This stage is designed to assess the merits of each bid, based upon Tenderers’ service delivery proposals. Tenderers that do not pass the ‘qualifying’ stage in the process will not proceed to the ‘award’ stage and will not be further considered.

**Qualifying stage**

Assessment against qualifying criteria is essentially a pass/fail exercise, designed to ensure that those Tenderers who proceed to the award stage of the evaluation are considered suitable. The qualifying criteria against which all tenders will initially be assessed relate to the items addressed in the Standard Selection questionnaire in the tender response documents. The qualifying criteria are essentially the minimum standards which Tenderers should meet. Suppliers will also be assessed for their financial stability and a credit report will be requested to facilitate this assessment. Suppliers that fail this assessment or that fail to meet any other qualifying criteria, will not proceed to award stage and will be excluded from further evaluation.

**Award stage**

The contract if awarded will be awarded to the Supplier submitting the “most economically advantageous tender”. The award criteria for the contract will be split between quality and price: The award criteria for this tender are as follows:

**Price**

**The award criteria for price is 60%.**

Suppliers will be required to complete a pricing form / table (either within the tender return document or as a separate attachment).

The supplier submitting the lowest price will be awarded the maximum score out of the above percentage. Suppliers submitting higher prices will score proportionately lower using the formula:

(Lowest price / price) x percentage available

Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders. If a Supplier fails to provide fully for the requirements of the specification in the tender it must either absorb the costs of meeting the full requirements of the specification within its tendered price or withdraw its tender.

 **Quality**

**The award criteria for quality is 40%.**

Suppliers will be required to respond to a number of questions within the tender return document. The responses to these will be marked using the scoring criteria below:

|  |
| --- |
| **Scoring Criteria** |
| Project Ref:NWL132 |
|  |
| **Scoring System** |   |  |
| **Score** | **Scoring Principles** | **Judgement** |   | **Scoring Definitions** |
| 4 marks | • Response meets the specification requirements• Significant level of evidence that specification objectives and requirements have been met • Significant Added Value and Innovation evident  | Excellent |   | Significant – Considerable, substantial, extensive meticulous high quality evidence |
| 3 marks | • Response meets the specification requirements• Good level of evidence that specification objectives and requirements have been met • Limited Added Value and/or some innovation evident | Good |   | Good – Suitable, sufficient and favourable, ample, good quality evidence  |
| 2 marks | • Response meets the specification requirements• Adequate, basic level of evidence that specification objectives and requirements have been met• No Added Value evident | Satisfactory |   | Adequate – Acceptable, , sufficient quantity and/or quality evidence |
| 1 mark | • Response does not meet some of the specification requirements• Limited level of evidence that specification objectives and requirements have been met• No Added Value evident | Poor |   | Limited – Minimal, incomplete, partial, restricted, evidence Basic – Limited, insufficient, incomplete, partial, gaps, poor quality evidence |
| 0 marks  | • Response does not meet any of the relevant specification requirements• No evidence that specification objectives and requirements have been met• No added Value evident | Fail |   |  Poor– Inadequate, missing critical, vital, essential, key main, components |

Each question will also have a weighting. This will normally be x1, x2 or x3; however higher weightings may also be used. This will be applied to the mark for each question to establish a total weighted mark for each question. The weighted score for each question will then be added to together to form a total number of weighted marks.

The supplier submitting response with the highest weighted marks will be awarded the maximum score out of the above percentage. Suppliers submitting responses scoring lower weighted marks will score proportionately lower using the formula:

(Weighted marks / highest weighted marks) x percentage available

If a tender scores ‘0’ against any one or more method statements this will give grounds for excluding the tender from any further consideration.

**Preferred supplier**

Suppliers’ Price and Quality scores will be added together to give a final combined score. The supplier which achieves the highest total combined score will be the 1st ranked preferred supplier. If

**Acceptance of tender**

Upon conclusion of the evaluation of tenders, any acceptance of tender(s) will be advised accordingly in writing. Such acceptance, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender(s), based on the evaluation criteria listed above.

Tenderers whose tenders it is proposed should not be accepted will be advised of this in writing and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender(s).

In accordance with the Public Contracts Regulations 2015, the award of the Tender will be subject to a mandatory standstill period of at least 10 days between the notification of award decision and contract conclusion. If representations are received during the standstill period, the Customer may have to suspend the making of the contract and extend the standstill period until any issues have been resolved.

The Customer does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal contract will be entered into between the Customer and the Tenderer(s). A copy of the conditions of contract can be found within this document and any Tenderer submitting a bid will be deemed to be agreeing to the terms and conditions contained within. Should a qualification of offer be made to change the terms and conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.

Upon acceptance of the tender, the Contract shall be immediately constituted and become binding on both parties. The Customer will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract documents to the Customer who will duly sign and return one copy to the Supplier.

Should the Customer be unable to conclude the contract with the 1st ranked preferred supplier then the Customer reserves the right to seek to conclude the contract to the next ranked Supplier?

**Conditions of tender**

Tenders must be submitted in accordance with the following conditions. Any Suppliers that do not comply with these instructions or conditions may have their tender rejected.

1. **Information, costs and expenses**

The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the Supplier in connection with the preparation and submission of the tender will be borne by the Supplier.

1. **Research and investigation**

The Supplier will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

The Supplier shall have no claim whatsoever against the Customer in respect of such matters and in particular (but without limitation) neither the Customer shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in respect of current orders is given as a guide and the Customer makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

1. **Confidentiality**

All documentation and information issued by the Customer relating to the Tender shall be treated by the Supplier as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Customer.

The documents which constitute the Contract and all copies are and will remain the property of the Customer (whether or not the Customer shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Customer upon demand.

1. **Supplier’s warranties**

In submitting a Tender the Supplier warrants and represents that:

* 1. it has complied in all respects with the Conditions of Tender;
	2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Customer by the Supplier or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
	3. it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Customer;
	4. it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Customer;
	5. it is of sound financial standing and the Supplier and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Supplier which may adversely affect such financial standing in the future;
1. **Variant bids**

Variant bids may only be accepted if indicated within the tender documentation or original contract notice.

In the event that the Supplier has difficulty in complying with any specific provision or wishes to propose any amendment to the specification, it should provide all information and evidence in writing concerning such difficulty or amendment as the Customer may require. The Customer may, at its discretion, consider the difficulty or amendment, and may issue general guidance or waive or amend the relevant provision, but in any case without prejudice to all or any other provisions of the Tender, the Conditions or the Specification or any rights or powers of the Customer hereunder.

No such waiver or amendment shall be binding unless made in writing and signed by the Head of Legal and Democratic Services.

1. **Freedom of information**

Information in relation to this tender or resulting award may be disclosed on demand in accordance with duties imposed on the Customer by the requirements of the Freedom of Information Act 2000.

Suppliers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers must provide detailed justifications why they consider the information to be confidential or commercially sensitive and an indication of how long they expect that confidential or commercially sensitive status to subsist.

Suppliers acknowledge that neither an assertion nor the provision of justifications constitutes a guarantee that the information will not be disclosed by the Customer, pursuant to a valid request made under the Act.

1. **Rejection of tender**

Any Tender submitted by a Supplier in respect of which the Supplier:

1. fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person other than the Procurement Officer leading on this tender the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance;or
2. enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other tenderers in its tender; or
3. offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Supplier or any other person’s proposed Tender any act or omission; or
4. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972; has directly or indirectly canvassed any member or official of the Customer concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Supplier or tender submitted by any other Supplier;

shall be rejected by the Customer provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Customer or any criminal liability which such conduct by a Supplier may attract.

1. **Non-consideration of tender**

The Customer may in its absolute discretion refrain from considering any Tender if:

1. it is not in accordance with the Form and Conditions of Tender;
2. the Supplier makes or attempts to make any variation or alteration to the terms of the Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Tender, the Conditions and the Specification; or
3. the Supplier does not provide all the information required by the Customer.
4. **Words and expressions**

Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Tender document.

1. **Validity of tender**

All suppliers shall keep their respective bids valid and open for acceptance by the Customer for ninety (90) days from the deadline for the submission of tenders.

# Section 2 – Specification

See document 3. Appendix A NWL132– Specification

# Section 3 – Conditions of contract

Please see document 4. Appendix B – Draft Conditions of Contract

This is the terms and conditions that the supplier is required to accept.

The draft terms and conditions will be finalised post award.