**Invitation to tender for
the Provision of Pest Control Services for the District of North West Leicestershire**



**Part A - Contract requirement**

Contents

[Section 1 – Instructions to tenderers 2](#_Toc470099781)

[Section 2 – Specification 10](#_Toc470099782)

[Section 3 – Conditions of contract 14](#_Toc470099783)

# Section 1 – Instructions to tenderers

**General requirements**

Tenders are invited for the supply of pest control services to both residential and business customers.

North West Leicestershire District Council (‘The Customer’)’s requirements are defined in the specification.
 **Contract duration**

The contract period is 3 years, and will commence on 30 September 2022 and end on 29 September 2025.

**Contract Value (Part B Section 3)**

The annual value of the contract is dependent upon the customer demand and the winner bidders pricing. 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 contract value (income for the contractor) is £90,000 (inclusive of VAT) (£30,000 a year)

All prices will be inclusive of Value Added Tax.

 **Process timetable**

The project is intended to follow the below timetable:

|  |  |
| --- | --- |
| **Step** | **Date(s) and time(s)** |
| Invitation to tender (ITT) issued | 4 July 2022 |
| Deadline for the submission of ITT responses | 4 August 2022 |
| Evaluation period | 5-9 August 2022 |
| Approval | 12 August 2022 |
| Standstill | 12 August- 2 September 2022 |
| Contract signed  | 6 September 2022 |
| Contract mobilisation | 6 – 29 September 2022 |
| Contract start date | 30 September 2022 |

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

The procurement process adopted by the Customer is based on the ‘Open’ tendering procedure as detailed in the Public Contracts Directive (2014/24/EU and the Public Contracts Regulations 2015. In brief, the process will be as follows:

* All organisations expressing an interest in the tender have been 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.

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 supplier questionnaire in the tender response document. The qualifying criteria are essentially the minimum standards which Tenderers should meet.

 **Award stage**

The award criteria for the contract will be split between quality and price:

 **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 below methodology:

|  |  |
| --- | --- |
| **0** | **Completely unsatisfactory/unacceptable response -** No response to the question or serious deficiencies in meeting the required standards.  |
| **1** | **Poor response -** The response is partially compliant with some shortfalls in meeting the required standards. |
| **2** | **Acceptable response -** The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature. |
| **3** | **Good response** - The response is fully compliant and clearly indicates a full understanding of the contract and ability to consistently deliver all required contract standards. |
| **4** | **Excellent response** - The response is fully compliant and indicates the ability to exceed the required standards of the contract.  |

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 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:

(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’ scores will be added together to give a final score out of 100%. The supplier which achieves the highest total score will be the preferred supplier.

 **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.

**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 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

The contractor will provide a service to help keep North West Leicestershire district free from pests. It will be used to support the in-house service which is provided by 1 part-time member of staff that carries out approximately 20 treatment visits per week.

**Service Scope and Response times**

The Pest Control service will cover the following services:

Treatments for rats, mice (internal only), wasps, fleas, cockroaches, bedbugs, beetles, cluster flies, ants, squirrels

Telephone advice

Advice visits (no treatment given)

Sewer baiting programme – A programme of sewer baiting

The contractor must respond to all requests for service within 24 hours of notification and undertake a visit where required within 3 days of the initial contact. The contractor must be able to respond to emergency infestations on the date of notification.

**Fees & Charges**

The council currently offers a free service for the treatment of rats, mice (internal only), wasps, bedbugs and cockroaches in domestic premises for residents in receipt of eligible benefits.

Current customer prices inclusive of VAT are provided below

|  |  |  |
| --- | --- | --- |
| Rats | £47 | Until infestation effectively treated – maximum 4 visits |
| Mice | £47 | Until infestation effectively treated – maximum 4 visits |
| Wasps | £54 | 1 visitTreatment of a second wasp nest (treated at the same time as initial nest) – additional £29.50 |
| Wasps  | £73 | 2 visits – includes removal of nest |
| Cockroaches, fleas | £61 |  |
| bedbugs  | £61 | up to 4 bedrooms – 1 pre-treatment visit, 1 treatment visit |
| bedbugs | £76.50 | 5 + bedrooms – 1 pre-treatment visit, 1 treatment visit |
| Ants | £31 | 1 treatment visit (internal only) |
| Pest control advice visit | £30.50 | Visit to property to bespoke provide advice |
| Telephone advice | No charge |  |

**Eligible Benefits**

As advised by North West Leicestershire District Council.

In the event of a change in the benefit structure the client officer shall agree in writing with the contractor the benefits eligible for a concessionary rate.

**Payments**

Payments from customers for treatments will be made to and retained by the council at the time of booking. The contractor will provide a monthly report to the client officer detailing work carried out.

The contractor will be required to comply with any changes to payment options introduced after the commencement date of contract. The council will not reduce charges below that detailed above.

£3000 will be paid to the contractor to deliver a programme of sewer baiting.

**Service Delivery – Procedures and responsibilities**

The council will refer members of the public requiring pest control treatment to the contractor.

The contractor will be required to undertake the treatment and riddance of infestation of rats, mice and invertebrates of public health significance within the curtilage of domestic premises.

The contractor will be responsible for all measures necessary to secure the effective riddance of the relevant infestation including all equipment and materials necessary to carry out pest control treatments as required by the contract including personal protective equipment, ladders, pesticides application devices and all disposable commodities having regard to all health and safety, environmental and animal welfare regulations.

Prior to carrying out any treatment, the contractor shall undertake a documented risk assessment.

At the time of the initial visit, the contractor must deliver to the customer written information relating to the treatment and the poison/insecticide used. The format and content of this information shall be approved by the client officer.

In those circumstances where a visit is made and there is no reply, a ‘visiting card’ must be left at the site, confirming contact details for the contractor.

All treatments of rats and mice infestations to include follow up visits until the riddance of the pest. The periods between revisits must not exceed 14 days. Any dead rodents and/or unused poison to be removed whilst treatment is being carried out and following such treatment and disposed of (where possible – removed) in accordance with good practice and all legislative requirements and be wholly at the contractor’s expense.

Where it is found that an infestation is due to neighbouring or adjacent domestic premises, the contractor shall notify the client officer within 48 hours of identification of the problem.

Neither the contractor nor his operatives shall give any interviews or make any statements to any media service whatsoever on matters referring to or relating to the provision of the service without the permission of the client officer.

A reliable communication system shall be provided by the contractor to allow the customer requests for pest control treatment or advice to be passed immediately to the contractor. Following the initial request, all future contact will be between the contractor and the customer and the contractor will make arrangements for this to happen.

Mobile phones shall be provided, maintained and carried by the contractor’s operatives at all times in connection with the contract and the client officer shall be made aware of telephone numbers of these and means of contacting operatives.

The contractor will be wholly responsible for ensuring that their operatives engaged on this contract are contactable by mobile phone during working hours.

**Competence / Professional Standards**

The contractor shall be a member of a recognised Pest Control Organisation e.g. National Pest Technicians Association or British Pest Control Association and shall hold such membership throughout the term of the contract. The contractor shall provide to the client officer proof of such membership at the start of the contract and at such time throughout the term of the contract as the client officer may require.

The contractor shall at all times exercise the requisite degree of skill and care which ensures that the services are delivered to a complete standard of confidence as required in compliance with legal requirements or codes of practice.

All operatives employed by the contractor in respect of this contract shall hold suitable recognised qualifications in pest control as determined by the client officer and the contractor shall provide details of the qualifications held by his operatives to the client officer prior to the commencement of the contract and at such times as requested by the client officer. All pest operatives must hold the level 2 award in pest management.

The contractor shall monitor the quality of the service carried out by appropriate means such as service user surveys. The contractor shall make available to the client officer a service satisfaction report.

**Health and Safety**

A safe system of work shall be provided to the client officer by the contractor prior to the commencement date and shall be deemed to be part of this specification.

Prior to commencing treatment with any poison/insecticide, the contractor shall provide to the client officer full written details relating to the safe handling of the poison/insecticide and full details of all antidotes and emergency procedures in case of accident or emergency. That list will be made available to the client officer. Should the contractor wish to change the poison/insecticide used, the new details will be made available to the client officer.

The contractor will at all times be responsible for the safe handling and use of any poison/insecticide and will ensure that full compliance with all legal requirements is maintained throughout the contract.

The contractor shall ensure that all operatives working on the contract are in possession of a valid inoculation card. Proof of the inoculation programme must be provided to the client officer before the operative commences duties on the contract.

The contractor will provide suitable van type vehicles for use by their operatives in connection with the contract together with such equipment necessary for the safe storage and conveyance of pesticides having regard to all relevant health and safety and environmental requirements. An inspection of the vehicle shall be undertaken by the client officer prior to the commencement of the contract.

All vehicles used on this contract shall be maintained in a clean, serviceable and roadworthy condition and be fit for purpose, throughout the term of this contract.

Each vehicle provided shall have a suitable spill kit, first aid kit, hand washing facility and fire extinguisher.

**Contract Management**

In delivering the service, the contractor shall have regard to all matters contained in this specification.

In delivering the service, the contractor shall carry out the work to the entire satisfaction of the client officer, which shall not be unreasonable.

The client officer may at any reasonable time throughout the contract undertake service performance checks as deemed to be appropriate.

**Service Demand**

The table below details the approxiamte service demand serviced by the pest control contractor during the 24 months between April 2020 and April 2022 are set out below. The council gives no guarantee as to the number of referrals during the term of the contract.

|  |  |  |
| --- | --- | --- |
| Treatment Type | April 2020 to April 2021 (Number) | April 2021 to April 2022 (Number) |
| Domestic rodent | 123 | 130 |
| Wasp – 1 visit | 121 | 157 |
| Wasp – 2 visits – includes removal of nest | 71 | 87 |
| Bedbugs | 4 | 5 |
| Fleas | 5 | 7 |
| Advice | 294 | 219 |

# Section 3 – Conditions of contract

Please find attached the terms and conditions that the supplier will be required to accept. This does not require to be returned with your tender response.