



## Quotation for the provision of Pest Control Services

Prepared by:

Sevenoaks District Council  
Direct Services  
Dunbrik Depot  
2 Main Road  
Sevenoaks  
Kent  
TN14 6EP

July 2014

## CONTENTS

	Page Number
General Information and Instructions for Quoting	3
Declaration	7
Form of Quotation	12
Method Statement	13
Quotation Questionnaire	14
Articles of Agreement and Conditions of Contract	37
Specification	48
Appendix A	58

## SEVENOAKS DISTRICT COUNCIL

INVITATION TO QUOTE FOR THE PROVISION OF PEST CONTROL SERVICESGeneral Information and Instructions for QuotingInvitation to Quote

1. Sevenoaks District Council (the Council) invites quotations from companies or persons experienced in the provision of pest control services.
2. The Council requires the provision of chargeable pest control services to residents of the Sevenoaks District Council area in accordance with the detailed specification attached hereto.
3. Companies or persons selected to submit quotations are advised to ensure that they are fully familiar with the nature and extent of the obligations required of them. Any claim for under-recovery shall be rejected without consideration.
4. Should a person selected to submit a quotation be in doubt as to the interpretation of any part of the quotation document they should contact the nominated officer, the Head of Direct Services (Ian Finch) who will endeavour to answer written enquiries prior to such quotations being submitted. Ian Finch can be contacted by email at [ian.finch@sevenoaks.gov.uk](mailto:ian.finch@sevenoaks.gov.uk) or by telephone on 01959-567350.
5. Every quotation received by the Council shall be deemed to have been made subject to the terms and conditions of the quotation documents unless the Council shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a provider shall if inconsistent with the terms and conditions of the quotation documents be deemed to have been rejected by the Council unless expressly accepted in writing.
6. No servant or agent of the Council has authority to vary or waive any part of the quotation documents other than the Authorised Officer nominated by the Council and who shall do so only in writing.
7. Preparation of Quotation  
It is the responsibility of Providers to obtain for themselves at their own expense all information necessary for the preparation of their quotations.
8. Information supplied by the Council (whether in these quotation documents or otherwise) is supplied for general guidance in the preparation of the quotation. Providers must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Providers.
9. All information contained in this Quotation (and associated documentation) or in connection with this Invitation to Quote shall be regarded as confidential by the Provider and the Council, except where such disclosure is necessary by the Council pursuant to the Council's obligations under the Freedom of Information Act 2000 or such information is disclosed by the Provider for the purpose of obtaining guarantors and quotes necessary for the preparation of the quotation. Providers should indicate in their quotation response, areas that they consider are confidential.
10. The quotation documents are and shall remain the property of the Council and must be returned upon demand.

11. Quotations must be submitted for the provision of all the services as detailed in the Specification and upon the terms set out in the Contract. Quotations for part only of the specification will be rejected.
12. The Quotation should be made on the Forms of Quotation incorporated herein. They should be signed by the Provider and submitted in the manner and by the date and time stated in condition 19.2 below. The Provider must also sign and submit:
  - 12.1 the Certificate that the Quotation is bona fide duly signed;
  - 12.2 the completed Questionnaire (and all documents incorporated therein);
  - 12.3 the completed Method Statement.
13. All documents requiring a signature must be signed;
  - 13.1 where the provider is an individual, by that individual;
  - 13.2 where the provider is a partnership, by two duly authorised partners;
  - 13.3 where the provider is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
14. The Provider will supply an itemised quotation showing the costs chargeable to the customer for the required pest control services as well as the amount of any concessionary rates to be offered for those on recognised benefits.
15. The Council will look to accept the most economically advantageous compliant Quotation but the Council is not bound to accept the lowest or any quotation.

16. Evaluation of Quotations:

In evaluating quotations the Council will consider the following in descending order of priority, where possible:

- (i) Price,
- (ii) Compliance with specification,
- (iii) Technical merit, and quality factors,
- (iv) All information supplied by the Provider in support of their application including Method statements and Questionnaire.
- (v) Acceptance of Contract conditions.
- (vi) Completeness of Response
  - a) Assessed completeness of response.
  - b) Assessed capability of the Provider to support all elements of the Contract

16.1 Weighting

- (i) Value for Money: 60%
- (ii) Completeness of response, technical merit, assessed capability, concessionary rates, questionnaire response and any other relevant information: 40%

## 16.2 Evaluation Process

- (i) Officers appointed on behalf of the Chief Executive of the Council will undertake the evaluation process and their recommendation will be reported to the Council's Environment Portfolio-holder for a decision on the preferred supplier.
- (ii) The evaluation process will commence after the quotation return date.
- (iii) The Provider may be asked to supply details of other public authorities that they have provided pest control services for.

17. The successful provider will be required to execute a formal Agreement incorporating as a minimum the conditions set down in the form attached hereto.

18. Until the execution of that formal Agreement the matter will remain subject to contract.

## 19 Quotation Submission

19.1 The Quotation should be made on the Forms of Quotation incorporated herein. It should be signed by the Provider and submitted in the manner and by the date and time stated below with the following additional documentation:

19.2 This quotation must be placed in a plain sealed envelope bearing no other markings. The potential Provider should stick the yellow label marked "**Quotation for Pest Control Services**" provided on the front of the envelope having first removed a small corner of the label and adhered it to the rear of the envelope. Quotations must then be sent by registered post, recorded delivery or delivered by hand to the Democratic Services Manager, Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG, so as to arrive no later than midday on the 4th day of June 2014.

20. The Council will not consider requests for extension of the closing date and time specified.

21. The Council may at its own absolute discretion extend the closing date and time specified.

22. The Provider is expected to keep his quotation valid for acceptance for a period of 90 days from the quotation return date.

23. The Provider should detail any additional services that they offer on a separate submission.

24. The successful Provider will be required to commence delivery of the specified Pest Control services no later than **1st October 2014**.

25. The Provider is required to complete the Method Statements attached hereto in order to illustrate how they will comply with the quotation requirements and specification.

26. Completion of the attached questionnaire is required.

27. The Certificate that the Provider is bona fide duly signed

28. The Council reserves the right to disregard quotations that are submitted incorrectly.

## 29. Basis of Quotations:

Quotations are invited from external Providers (advertised externally South East Business Portal) and the Council's own Direct Services Organisation on the basis that: -

29.1 The Council consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the Regulations) may apply to any externally successful provider. If that is the case the undertaking will transfer, and the

Council's employees engaged on the Service will transfer to the successful Provider pursuant to the Regulations.

- 29.2 The successful Provider will be required to interview and consider for employment any of the Council's existing staff who want to be employed by it.
- 29.3 The successful Provider will be required to give details of the terms of the employment that they would be prepared to offer to those of the Council's existing staff who elect to leave the Council's service and join the successful Provider.
- 29.4 As stated potential Providers are advised that that the Regulations may apply to this service. Providers should seek their own legal advice in this regard. In the event of the Regulations applying to the service the Provider will assume the risk of and will be presumed to have knowledge of the consequences of the application of the Regulations.
- 29.5 If the Regulations are considered to apply the Provider will be expected to provide pension arrangements broadly comparable with the Local Government Pension Scheme.
- 29.6 The Council will (upon request) provide such information to a prospective Provider as it obliged to give to an employee under section 1 of the Employment Rights Act 1996 for any employees who may transfer as part of the service.
- 29.7 In the event that TUPE is considered to apply the Contract with the successful Provider will provide that the Provider shall be liable for and indemnify and keep indemnified the Council against any failure to meet all remuneration, benefits entitlements and outgoings for the Transferring employee{s}.

**Potential Providers who quote for the service should note that the Council does not offer any indemnity to any person against any costs that may be incurred should the provisions of Acquired Rights Directive 77/187 and 2001/23 EC and the Regulations apply.**

### 30. Health and Safety

The successful Provider shall be required to provide updated copies of its Health & Safety Policy and all relevant risk assessments and safe working practices.

### 31. Contract

The Council reserves the right to make changes of a minor drafting nature to the Contract documentation. Such changes will be accepted by the successful Contractor without reservation.

Declaration to be completed by Quotee.

Pursuant to the Public Contract Regulations 2006 (SI 2006 No 5) (the Regulations) and regulation 23 thereof a contracting Council shall treat as ineligible and shall not select an economic operator in accordance with the Regulations if the contracting Council has actual knowledge that the economic operator or its directors or any other person who has powers of presentation, decision or control of the economic operator has been convicted of any of the following offences—

1. Conspiracy within the meaning of section 1 of the Criminal Law Act 1977(a) where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA(b);
2. Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889(c) or section 1 of the Prevention of Corruption Act 1906(d);
3. The offence of bribery;
4. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of—
  - (i) the offence of cheating the Revenue;
  - (ii) the offence of conspiracy to defraud;
  - (iii) fraud or theft within the meaning of the Theft Act 1968(a) and the Theft Act 1978(b);
  - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(c);
  - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979(d) and the Value Added Tax Act 1994(e);
  - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993(f); or
  - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
5. Money laundering within the meaning of the Money Laundering Regulations 2003(g); or
6. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Furthermore, paragraphs 3 and 4 of Regulation 23 state that;

7. A contracting Council may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed in paragraph (1) if it considers it needs such information to decide on any exclusion referred to in that paragraph.
8. A contracting Council may treat an economic operator as ineligible or decide not to select an economic operator in accordance with these Regulations on one or more of the following grounds, namely that the economic operator—

- 8.1 being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(h), or article 242 of the Insolvency (Northern Ireland) Order 1989(i), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;
- 8.2 being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;
- 8.3 being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(a) has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;
- 8.4 has been convicted of a criminal offence relating to the conduct of his business or profession;
- 8.5 has committed an act of grave misconduct in the course of his business or profession;
- 8.6 has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- 8.7 has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- 8.8 is guilty of serious misrepresentation in providing any information required of him under this regulation.

This summary is intended as a guide only and organisations should refer to the relevant statute for further guidance on ineligibility. The Council may request further information from the organisation or from competent authorities if such information is required to decide on any exclusion referred to above.

#### Declaration

I can confirm that the organisation is not ineligible to quote under the Public Contract Regulations 2006, regulation 23(1), nor are there grounds upon which the Council could treat the organisation as ineligible under 23(4) and that I have checked that all questions have been answered where applicable and the supporting documents are enclosed as requested.

Where the organisation considers it may either be ineligible under Regulation 23(1) or grounds may exist under Regulation 23(4) the contracting Council will require the economic operator to provide such information as it needs upon the Quote submission to enable the Council to make an evaluation. Subsequent discovery by the Council of any non-disclosure will be grounds for the Council to set aside any contract award decision or to terminate the Contract should they choose to do so.

- a. We quote to provide the Services in accordance with the details set out in this quote.
- b. We agree that this quotation, together with the Councils written acceptance will constitute a contract between us. We undertake that this quote remains open as an offer of contract for a period of 90 days.

- c. We confirm that the prices set out in this quote exclude VAT.
- d. We certify that this is a bona fide quotation and that we have not fixed or adjusted the amount of the quote in accordance with any arrangement with any third party.
- e. We certify that we have not done and we agreed not to do at any time before the quotation closing date any of the following:
  - i) communicating to any person the amount or approximate amount of the quotation except where the confidential disclosure of the amount of the quotation is necessary to obtain insurance quotations required in connection with the preparation of the quotation;
  - ii) entering into any agreement or arrangement with any other person or organisation that he/it should refrain from quoting or as to the amount of any quotation to be submitted; or
  - iii) pay, give offer to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other quotation or proposed quotation for supplies any act or thing of the sort described at i) or ii) above.
- f. We further certify that the principles described in paragraphs e. (i) (ii) and (iii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the quotation and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
- g. In this certificate, the word “individuals” includes any individuals and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the Supplies” means the Goods and/or services in relation to which this quotation is made.
- h. I further certify that the information supplied in the Pre Qualifying Questionnaire is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of our application to quote.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

\_\_\_\_\_

Duly authorised to certify the contents of this Declaration for and on behalf of:

(Company Name) \_\_\_\_\_

Postal Address

---

This page is intentionally left blank

SEVENOAKS DISTRICT COUNCIL

FORM OF QUOTATION

FOR THE PROVISION OF PEST CONTROL SERVICES

To: The Chairman and Members of the Sevenoaks District Council

I/We the undersigned having examined the Specification, conditions of Contract and other documents annexed hereto for the provision of pest control services hereby offer to provide the services in accordance with the said Specification, and Conditions of Contract commencing 1<sup>st</sup> October 2014.

My/Our quotation is for the following price (exc. VAT) being a Charge\* or Payment\* to the Council

\* Please delete the non-applicable

Provision of Pest Control Services per annum. *Note: The Provider may refer to the Price Schedules at the end of this document*

£	
---	--

I/We undertake to begin mobilisation to commence service provision from 1<sup>st</sup> October 2014 immediately the Council give their written authority to commence work.

I/We declare that this offer is open for acceptance for a period of 90 days from the date of the quotation.

I/We understand that the Council is not bound to accept the lowest or any quotation which may be received and until a formal agreement is concluded between the Council and the successful provider the matter remains subject to contract.

Quotees Signature: .....

Print name(s) in full:.....

Date:.....

Name and Address of firm: .....

.....

.....  
This Form of Quotation and all accompanying documents shall be enclosed in a sealed envelope giving no indication either in franking or otherwise of the identity of the sender. The Quotee should stick the yellow label provided endorsed "Quotation for Pest Control Services" on the front of the envelope having first removed a small corner of the label and adhered to the rear of the envelope. Such envelope is to be delivered to the Democratic Services Manager, Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG by no later than midday on the 4th day of June 2014.

This page is intentionally left blank

SEVENOAKS DISTRICT COUNCIL

METHOD STATEMENT

**Provision of Pest Control Services**

Please state whether or not you can comply with all the requirements of the Specification as listed on pages 48-57 of this document.

Please confirm compliance: Yes/No\*

\* Please delete the non-applicable

If No, specifically detail requirements your organisation cannot comply with:  
Please use a separate sheet if necessary.



**QUOTATION**

**QUESTIONNAIRE**

**QUESTIONNAIRE****INSTRUCTIONS FOR COMPLETION**

The information disclosed in this form will be used in the evaluation process. Any invitation to quote based on this questionnaire, however, does not imply any representation by the Council as to your financial stability, technical competence or ability in any way to carry out the Services. The right to return to these matters as part of the formal quotation evaluation process is hereby reserved to the Council.

1. Please note that whenever used in this questionnaire, the term “Firm” refers to a sole proprietor, partnership, incorporated company, co-operative, as appropriate, and the term “Officer” refers to any director, company secretary, partner, associate or other person occupying a position of authority or responsibility within the Firm.
2. Unless instructed otherwise when answering the questions, please give details which specifically relate to your Firm, not to the whole of the group if your Firm forms part of a group.
3. Please answer all questions as indicated, continuing on a separate sheet of paper if necessary. Each such sheet and all supporting documents sent should be clearly marked with the numbers of the sections and questions to which they relate.
4. Please do not include general marketing or promotional material for your Firm, either as answers to any of the following questions, or for any other reason.
5. The Specification which was advertised under the provisions of the Local Government Act 1988 details the Council’s requirements for the Services to be performed. This should be borne in mind when answering the questions and should resolve any ambiguities.
6. The completed questionnaire must be returned, together with the quotation and supporting documents in a plain unmarked envelope using the provided address label.

**SECTION A - THE IDENTITY OF THE APPLICANT**

1. Name and address of your Firm. This should be the Firm which will submit the quotation, if it is selected. (See Instructions for Completion on page 1 for the definition of "Firm").

2. Details of any other relevant addresses. You should state, for example, the registered office and/or other premises from which you propose to administer this Contract.

3. Name of person making application on your behalf, and their position in the Firm.

4. Address for correspondence and telephone and fax number.

5. Are you a sole trader, partnership, company or other body? Please specify.

6. List the full names of every Officer. (See Instructions for Completion on page 1 for the definition of "Officer").

7. Have any of the **Officers** been bankrupt or involved in any Firm which has gone into liquidation or receivership? (If so, please give details).

8. Has any Officer been employed by this Council? (If so, please give details).

9. Please state if any Officer has a relative(s) who is a Member of or is employed by the Council at a senior level. (If so, please give details).

10. Please state the names of Officers of your Firm who have any involvement in other Firms who provide services to the Council.

**Questions for partnerships and sole traders**

**Partnerships only**

11. Please give the full names (including all forenames) of all equity partners.

12. What is the total number of partners?

**Partnerships and sole traders**

13. When was the Firm formed?

14. Is the Firm a member of a group including other Firms?

15. If yes, please give the names and addresses of all the other members of the group; where a partnership, the total number of equity partners in each Firm; the date when those Firms were formed; and full details of the structure of the group indicating, for example, whether it is a partnership itself or a collection of separate partnerships sharing services.

**Questions only for companies**

16. Registration number, and date of registration under the Companies Act 1985 or (if applicable) the Industrial Provident Societies Acts 1965 to 1978.

17. If your Firm is a member of a group, please describe (with a diagram if necessary) its relationship with the group.

18. If your Firm is a member of a group, please state the names and addresses of the ultimate holding company and all other subsidiaries.

19. Would the group or the ultimate holding company be prepared to guarantee, as its subsidiary, your Firm's contract performance?

YES	
NO	

Tick as appropriate

## SECTION B - FINANCIAL STANDING

1. What is the name of the person in the Firm responsible for financial matters? What position does that person hold?

--

2. Please enclose copies of all audited accounts and annual reports for the last three full years of trading as submitted to the Inland Revenue. Please ensure that these include:-
- (a) balance sheet
  - (b) profit and loss accounts or income and expenditure accounts
  - (c) full notes to the accounts
  - (d) managing partner's or director's report, and auditor's report.

Enclosed	YES	
	NO	

Tick as appropriate

3. If the accounts you are submitting include none for a financial year ending less than 10 months ago, can you confirm that the trading position now is similar?

--

4. If no, please give full details.

--

5. If yes to 3, please enclose a statement of turnover since the last published accounts.

Enclosed	YES	
	NO	

Tick as appropriate

6. Please provide the name and address of your bankers at paragraph 12 below, and confirm by means of a letter on your headed notepaper in the form set out in Schedule 1, signed by an authorised signatory, that we may obtain references from them.

Enclosed	YES	
	NO	

Tick as appropriate

7. Please provide details of your Firm's current turnover for each type of work in which you are interested.

--

8. Please give details on a separate sheet, of any outstanding claims or litigation against the Firm.

Enclosed	YES	
	NO	

Tick as appropriate

#### Taxation

9. VAT Registration Number

--

#### Fraud

- 10.1 Please state whether any Directors (including Company Secretary) or any other person who have control within the Firm have ever been convicted of any of the following offences (unless they are spent convictions within the meaning of the Rehabilitations of Offenders Act 1974) :-

- Cheating the Revenue;
- Conspiracy to defraud;

- Fraud;
- Money laundering.
- Bribery

YES		NO	
-----	--	----	--

10.2 If the answer to 10.1 above is Yes, Please give details of the person, their position at the Firm, when the offence was committed and details of the offence.

### Insurance

11. Please give details of insurance as indicated below, supplying in each case a copy of the policy held by you in relation to that insurance.

11.1 Employers Liability Insurance held.

INSURER	
POLICY NO.	
EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

11.2 Public Liability (Third Party) Insurance held.

INSURER	
POLICY NO.	
EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

11.3. Professional Indemnity Insurance held.

INSURER	
POLICY NO.	

EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

- 11.4 Please enclose full details of any claims in excess of (£15,000) made under your Firm's professional indemnity policy within the last three years.

Enclosed	YES	
	NO	

Tick as appropriate

#### Bank Details

- 12 Please give the name and address of your firm's bankers from whom references can be sought

--

**SECTION C - TECHNICAL CAPACITY AND ABILITY**

The following questions are intended to indicate your Firm's general technical capacity and ability. Where necessary, please expand your answers to cover any particular arrangements which would apply to some only of the work advertised, or to the different types of work in which you are interested.

1. Please indicate below the name and reference of the Contract for which you are applying.

2. Has your Firm ever suffered a deduction for liquidated and ascertained damages in respect of any contract within the last 3 years?

3. Has your Firm ever had a contract terminated or your employment determined under the terms of a contract?

4. Has your Firm ever not had a contract renewed for failure to perform to the terms of a contract?

5. Have any of your Firm's contracts ended early by mutual agreement following allegations of default on your Firm's part?

If the answer to any of questions 2-5 above is yes, please enclose details.

Enclosed	YES	
	NO	

Tick as appropriate

6. How has your Firm assessed the suitability and competence of the staff who will be allocated to this work? (Please specify. For example, job descriptions, qualifications, etc).

--

7. State the approximate number of your Firm's staff who will be engaged in the specific type of contract for which you are applying.

Type of Staff	Numbers
* Equity partners or equivalent	
* "Salaried" partners or equivalent	
Professionals of more than 10 years post qualification experience	
* Professionals of more than 5 years post qualification experience	
* Trainee professionals, including part-qualifieds	

8. Ability and experience of similar work.

Please list below the full names, addresses and other details requested of principal organisations for which your Firm has provided Pest Control Services at any time during the three years beginning 1<sup>st</sup> April 2011

Name and Address of Organisation	Contact Name	Contract Reference	Quotation Price (£)	Value to Date (£)	Nature of Work	Date of Contract
1						

(NB. You may use additional sheets if necessary, but please mark clearly "Question 8").

Name and Address of Organisation	Contact Name	Contract Reference	Quotation Price (£)	Value to Date (£)	Nature of Work	Date of Contract
2						
3						
4						
5						
6						

9. Complete the table below to show your Firm's annual turnover.

YEAR	ANNUAL TURNOVER
2010-2011	
2011-2012	
2012-2013	
2013-2014 (estimated)	

10. In relation to any work performed in the past by the staff who are likely to be allocated to the Council's work, has your Firm:

had a client refuse to pay a bill? (If so, please give details).

been the subject of judicial criticism or ordered to pay costs because of default of the Firm? (If so, please give details).

11. In the last five years have any adverse complaints been made against your Firm to any professional body in respect of any work of the Firm (ie not restricted to the staff or unit which could be performing this work)? (If so, please give full details).

12. Are any staff within the Firm (ie not restricted to the staff or unit which could be performing this work) subject to any qualification or limitation on their practising certificates? (If so, please give details).

13. Are any staff within the Firm (ie not restricted to the staff or unit which could be performing this work) currently acting or likely to act for clients who may wish to bring an action against the Council during the life of the Contract? (If so, please give details). Is any other work being undertaken or likely to be undertaken which could give rise to any other conflict of interest?

--

14. If yes to 13, please give details on a separate sheet of how you propose to handle these conflicts of interest?

Enclosed	YES	
	NO	

Tick as appropriate

15. Please enclose details of how your Firm will ensure that a quality service is delivered and maintained. Have you obtained, for example, certification under BS EN ISO9000 or some other similar quality assurance system?

Enclosed	YES	
	NO	

Tick as appropriate

16. Please enclose a statement detailing how your Firm deals with complaints.

Enclosed	YES	
	NO	

Tick as appropriate

17. Please enclose details of how your Firm would deal with conflicts of interest were any to arise during the course of the Contract.

Enclosed	YES	
	NO	

Tick as appropriate

18. Please **enclose** a statement explaining how you would organise your Firm in order to deliver this particular type of service to the Council. Attach any diagrams which help to explain your approach. Show how this type of work, and your potential for the Council's work, relate to your business and market development plans.

Enclosed	YES	
	NO	

Tick as appropriate

## SECTION D - EQUAL OPPORTUNITIES

## Questionnaire

<p>6 Do you have an equal opportunities or 'equality policy'?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Please provide a copy of your policy</p>
<p>7 Is it your policy as an employer to comply with your statutory obligations under the current legislation relating to equality and accordingly, your practice not to treat one group less favourably than others because of their gender, race, ethnic background, religion or belief, disability, sexual orientation or age, in decisions to recruit, train or promote employees?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>8 In the last three years has any finding of unlawful discrimination or other breach of the discrimination laws been made against your organisation by any court or industrial tribunal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, what steps have been taken to address the findings?</p>
<p>9 In the last three years has your Company been the subject of a formal investigation by the former Commission for Racial Equality, the Disability Rights Commission, Equality Opportunities Commission or the current Equality and Human Rights Commission, on the grounds of alleged unlawful discrimination?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, what steps have been taken to address the findings?</p>
<p>10 Is your policy on equality opportunities set out:</p> <p>a. In instructions to those concerned with recruitment, training or promotion of employees?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details</p> <p>b. In documents available to employees, recognised trade unions or other employee representative groups?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c. In recruitment advertisements or other literature?</p> <p>Yes <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>If yes, please provide a copy of a recent recruitment advertisement</p>
<p>11 Do you observe as far as possible the relevant equalities and non-discrimination codes of practice?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

## SECTION E - HEALTH AND SAFETY

1. Has your Firm, during the last three years, been prosecuted for contravention of the Health and Safety at Work etc Act 1974, or equivalent national legislation? Has your Firm been the subject of a formal investigation by the Health and Safety Executive, or similar national body charged with enforcing health and safety standards? (If so, please give full details).

--

2. Give the name of the Officer or other person responsible for the implementation of your Firm's health and safety policy. Enclose a brief CV of this person.

--

Enclosed	YES	
	NO	

Tick as appropriate

3. If your Firm has more than five members of staff, please enclose a copy of the Firm's health and safety policy and/or other declaration, information, or instruction issued by your Firm, as necessary, to protect the health and safety of staff at work.

--

Enclosed	YES	
	NO	

Tick as appropriate

4. How are your health and safety policies and procedures conveyed to your staff and administered within your Firm? (Please supply details).

--

Enclosed	YES	
	NO	

Tick as appropriate

5. Please state the Firm's policy on the training of employees especially in relation to Health and Safety matters.

--

6. Does your Firm's Health and Safety Policy cover the following? Please enclose written details.

- (a) Procedures to be followed in case of emergency.

Enclosed	YES	
	NO	

- (b) Procedures for the reporting and recording of accidents and dangerous occurrences.

Enclosed	YES	
	NO	

- (c) First Aid and welfare provisions.

Enclosed	YES	
	NO	

- (d) Provision of appropriate protective clothing and equipment.

Enclosed	YES	
	NO	

7. Please enclose a Risk Assessment based upon the Service that is to be provided. To include the assessments required under COSHH Regulation where appropriate.

Enclosed	YES	
	NO	

SECTION F

**Sustainable Procurement – Environmental Questionnaire**

**Quotation for Provision of Pest Control Services**

**ENVIRONMENTAL REQUIREMENTS**

*Please answer the following questions with reference, where relevant, to the goods or services you would provide under this agreement*

1. Do you have a company environmental policy? YES/NO

*If yes, please attach a copy*

2. Do you have a dedicated Environmental Co-ordinator/Manager? YES/NO

3. Do you carry out environmental reviews or auditing? YES/NO

4. Are you accredited to ISO 14001/EMAS or equivalent? YES/NO

*If not ISO/EMAS please specify*

.....

5. Are you a member of an Industry Environment Association, Green Business Club, or similar business group tackling environmental issues? YES/NO

*If yes, please provide brief details*

.....  
.....  
.....

6. Do you have an Environmental Management System or equivalent? YES/NO

*If yes, please provide brief details.*

.....

Signed:

.....

Position in company:

.....

Date:.....

**SECTION G - UNDERTAKING**

When you have completed the Questionnaire, please ensure that:-

1. you have answered all appropriate questions for each service in which you are interested;
2. you have **enclosed** all documents requested;
3. you have read and signed the section below.

The Specification has been considered by my Firm in completing this questionnaire and I certify that my Firm is interested in performing the services set out in it.

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of our application to quote.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I also understand that any such action will empower the Council to cancel any Contract currently in force and will result in rejection of our application to quote.

**NB. This undertaking is to be signed by a partner or authorised representative in their own name on behalf of your Firm.**

Signed for and on behalf of the Firm:

Signed

Position/status in the Firm

Firm's name

Firm's address

Dated

Questionnaire - Schedule 1

Manager of

Dear Sir

**BANK REFERENCE FOR SEVENOAKS DISTRICT COUNCIL**

Our firm holds a number of accounts at your office under account references [ ] and has been asked to provide a bank reference to the above Council in respect of financial services which we are offering to that Council.

This letter hereby authorises you to provide full details of our accounts to that Council, together with a history of our banking record over the previous three years. It also authorises you to answer such other reasonable questions which they may ask for the purpose of assessing the financial and economic standing required of service providers to that local authority.

Yours faithfully

(Authorised signatory)

## CONTRACT

AN AGREEMENT made the            day of            Two Thousand and Fourteen BETWEEN  
THE DISTRICT COUNCIL OF SEVENOAKS of Council Offices Argyle Road Sevenoaks Kent TN13  
1HG (hereinafter called “the Council”) of the one part and

{—————} whose registered office is {—————}  
—————}(hereinafter called “the Service Provider”) of the other part

WHEREAS the Council require the provision of Pest Control Services as specified or described  
in the Specification which forms part of the Quotation attached hereto (hereinafter called “the  
Quotation”) such services to be delivered to residents of the district commencing the 1<sup>st</sup> day of  
October 2014. (“the Commencement Date”).

AND WHEREAS the quotation was submitted by the Service Provider to the Council and the  
Council has accepted the said quotation.

NOW IT IS HEREBY AGREED as follows: -

1. \*THE Service Provider shall provide the pest control services described in the quotation  
attached hereto) at the collective price of £{—————} exclusive of VAT (the Sum)  
subject to the conditions and stipulations set out or referred to in the said quotation and  
the Conditions of Contract herein contained for the term of three years from the  
Commencement Date unless previously determined under the provisions herein  
contained.
  
1. \*THE Council agrees to pay to the Service Provider on provision of the services  
specified the total sum of £{—————} plus VAT (the Sum) such Sum to be paid  
annually in arrears in quarterly instalments within two weeks of the presentation of each  
quarterly invoice following provision of the pest *control* services.

\* One provision will be deleted dependent upon the bid

## Provision of Services

2. In consideration of the Council paying/receiving \*the Sum to/from\* the Service Provider the Service Provider shall provide the Pest Control Service in the Sevenoaks District with reasonable skill and care and in accordance with these terms and conditions and the attached documentation and shall provide properly skilled staff (including adequate supervision) and all necessary equipment chemical and materials used for such purpose.

## Contractual Documentation

3. It is hereby agreed and declared that all the following documents shall form the Contract:-
  - 3.1 Quotation, Specification and Prices Schedule.
  - 3.2 Conditions of Contract attached hereto,
  - 3.3 Any variation agreed in writing between the parties hereto,
  - 3.4 The requirements of any relevant UK or EU statute, regulation, directives, standard code of practice or bye-law from time to time in force which is relevant to the Service.
  - 3.5 Any recommendations or representation reasonably made by the Council,
  - 3.6 Professional standards which might reasonably be expected of the Service Provider carrying out a pest control contract.

The documents referred to above have been read and construed as one with this Agreement and shall be as binding upon the Service Provider and upon the Council as if the same had been repeated herein.

## Staff

4. The Service Provider will use reasonable endeavours to provide staff to carry out the Pest Control Service who are aged 18 or over and are (so far as reasonably possible) known to the Service Provider and in respect of whom character and employment references have been checked to ensure so far as is reasonably possible that they are reliable, discreet and honest. On the written request of the Council, the Service Provider will provide the Council with a list of the names of its staff working at any particular location, their duties, the dates and times when such staff shall be at any particular location and shall keep the Council informed of all changes in such staff.

## Health and Safety

5. So far as affects their staffs that perform the Pest Control Service, the Service Provider undertakes with the Council that (without limiting its duties to them) it will:
  - 5.1 in accordance with applicable law safeguard the health, safety and welfare of its staff and public in performing the Pest Control Service;
  - 5.2 bring to the notice of its staff the safety policies of both the Service Provider and the Council provided that the Council has notified the Service Provider of its safety policy in writing and in advance;
  - 5.3 provide reasonable information, training and supervision in safe working practices and the need to work safely; and
  - 5.4 have reasonable regard for the health and safety of those not employed by the Service Provider, but who may be affected by the Service Provider's work under this Agreement.

## Complaints

6.
  - 6.1 Any complaint received by the Service Provider about the performance of the Pest Control Service must be passed on in writing to the Council's Head of Direct Services within two working days of the occurrence complained about and the Service Provider will take reasonable action, without cost to the Council, to investigate and if justified (unless it reasonably considers that the complaint was not justified) take reasonable remedial action.
  - 6.2 In the absence of complaint it will be assumed that the Council is satisfied with the Service Provider's performance of the Pest Control Service however nothing in this clause shall act so as to waive or limit any right or remedy either Party may have under this Agreement or as may be provided by applicable law.

## Annual Percentage Increases

7.
  - 7.1 If the Service Provider has elected to annually increase the charges for the Pest Control Service the Service Provider may increase the same in accordance with the Prices Schedule by giving 90 days' written notice to take effect on the next due invoice after that period, but:

- 7.1.2 No such change shall be made within 12 months of the Commencement Date; and
- 7.1.3 The Council may terminate this Agreement by giving 60 days' notice in writing following written notification of intent to increase charges.

### **Assignment**

8. The Service Provider may not without the prior written consent of the Council assign or dispose of the Pest Control Service or part with any interest in it, or grant any lease or license or delegate any of the rights conferred by it. The Service Provider will not engage 'self-employed' staff to work under the Pest Control Service but will provide employees engaged by it under service contracts.

### **Exclusion of liability and indemnity**

- 9.
- 9.1 To the extent permitted by applicable law, the Council disclaims all liability to the Service Provider in connection with the Service Provider's performance under this Agreement, including but not limited to liability for loss of profits and other consequential losses.
- 9.2 Except in the case of death or personal injury caused by the Council's negligence, the liability of the Council under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Sum paid or received for the Service.
- 9.3 The Service Provider shall indemnify the Council in respect of all damage to any property or injury to or death of any person and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall be occasioned by the negligence or wilful default of or breach of statutory duty by the Service Provider or any employee sub-contractor or licensee they may employ.

### **Insurance**

10. Throughout the period of this Agreement the Service Provider shall maintain policies of insurance with a reputable insurance company in respect of public liability cover and employer liability cover, such cover to be not less than £5 million respectively or such other amounts as the Council may from time to time reasonably require and the Service Provider shall as and when reasonably required by the Council produce for inspection documentary

evidence that such insurances are being properly maintained and that payments have been made in respect of the last preceding premiums due thereunder.

### **Variation**

11. This Agreement may only be amended in writing signed by duly authorised representative of each of the parties hereto.

### **Force majeure**

12. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

### **Gifts and inducements**

13. If the Service Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of this Contract or any other contract with the Council for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council or if the like acts shall have been done by any person employed by the Service Provider or acting on the Service Provider's behalf (whether with or without the knowledge of the Service Provider) or it in relation to the Contract or any other contract with the Council the Service Provider or any person employed by the Service Provider or acting on the Service Providers behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration the Council shall recover from the Service Provider the amount of any loss resulting from such termination.

### Grounds for termination

14. In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -

- 14.1 The Service Provider commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.
- 14.2 The Service Provider becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
- 14.3 If the Service Provider fails to act in a diligent manner in providing a Pest Control Services in accordance with the Specification or as subsequently agreed with the Council's Head of Direct Services then the Council may give 21 days written notice in which to rectify the default that has occurred or determine this Contract forthwith.
- 14.4 Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.

### Skill and Care

15. The Service Provider warrants to the Council that the Service Provider will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a professional company acting in the capacity of pest control service provider within the scope of the requirements and will comply in all respects with the terms of this Contract and Specification and the Council will be deemed to have relied and to rely upon the exercise of the Service Providers skill and care.

### Freedom of Information

16.

- 16.1 The Service Provider acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Service Providers expense) to enable the Council to comply with these information disclosure requirements.
- 16.2 The Service Providers shall and shall ensure that any agreed sub-contractors shall: -
- 16.2.2 Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the person requesting that information; and
- 16.2.3 Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.
- 16.3 The Council shall be responsible for determining at its absolute discretion whether:-
- 16.3.1 The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;
- 16.3.2 The information is to be disclosed in response to a request for information, and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Council.
- 16.3.3 The Contractor acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-
- 16.3.4 without consulting with the Service Provider, or

16.3.5 following consultation with the Service Provider and having taken its views into account.

- 16.4 The Service Provider shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

### Data Protection

#### 17.

17.1 The Service Provider's attention is hereby drawn to the Data Protection Act 1998 and to Directive 95/46/EC and any regulations implementing it (all referred to together as the Data Protection Requirements").

17.2 The Service Provider warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the contract and any information it may receive or acquire in connection with the Contract and ensure that the Council shall not be in breach of the Data Protection Requirements as a result of any act or omission of the Service Provider.

17.3 In particular without limitation the Service Provider shall:

17.3.1 Act only on instructions of the Council as data controller and take appropriate technical and organisational measures against accidental loss or destruction of and damage to any personal data

17.3.2 Not transfer any personal data outside the countries of the European Economic Area without and only to the extent of any written consent of the relevant data subject and the Council which may be refused at the contracting Council's sole discretion, and as required by Schedule 1 Part II of the Data Protection Act 1998 the Service Provider shall:

only carry out processing (as defined in the Data Protection Act 1998) on the contracting Council's instructions, and:

comply with the obligations set out in the seventh principle of Schedule 1 of the Data Protection Act 1998 in respect of all processing carried out on behalf of the contracting Council.

Without prejudice to Clause 17.2, if requested, the Service Provider is to provide a report within forty-eight (48) hours of Contract signature as to how it shall meet the Data Protection Requirements of the Council and those that are incumbent on the Service Provider and at any time shall allow the Council to audit the Service Provider's compliance with its obligations in respect of the Data Protection Requirements to include allowing access to all information and provision of assistance to employees of the Council's internal and external audit for the purposes of such audit.

### Waiver

18. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

### Third parties

19. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement] this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

### Notices

20.

- 20.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address or facsimile number of the relevant Party set out overleaf, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause 20.

- 20.2 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted), or next working day after sending (in the case of e-mail).
- 20.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

### **Jurisdiction**

21. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts to which the Parties submit.

### **Interpretation**

- 22 In this Agreement unless the context otherwise requires:

22.2 words importing any gender include every gender;

22.2 words importing the singular number include the plural number and vice versa;

22.3 words importing persons include firms, companies and corporations and vice versa;

22.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

22.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

22.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

22.7 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;

22.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

22.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

22.10 where there is any conflict between the Contract terms and conditions and Specification the latter shall prevail.

1

IN WITNESS whereof the Service Provider has hereunto set his hand and the Council has hereunto set its seal the day and year first above written

SIGNED AS A DEED by

{\_\_\_\_\_}

authorised representative in the presence of:-

Director

Secretary

THE COMMON SEAL of THE DISTRICT COUNCIL OF SEVENOAKS was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory

# PROVISION OF PEST CONTROL SERVICES

## 1. QUOTATION SPECIFICATION

### 1.1. Introduction & Background

Sevenoaks District Council invites quotations to provide pest control services throughout the Council's area. The service is required to be available to all domestic premises within the boundaries of Sevenoaks District Council. A plan showing the operational area is provided for information at Appendix A.

The service is currently provided by its internal Direct Services Organisation. Residents access the service via the Council's contact centre where details of the pests are recorded and the service request referred on to a Pest Control Officer. There are two directly employed Pest Control Officers who then arrange an appointment date (but not a fixed time) with the customer.

Users of the service make payment either upon booking the appointment or where more than one treatment is required on the first visit.

### 1.2. Performance of Service and Hours of Operation

The Provider shall ensure the Pest Control Services are carried out in an efficient, safe and effective manner, demonstrating a high degree of courtesy and consideration to customers and the public during the performance of the services.

The agreement will be for a period of 3 years with an option to extend by one year subject to mutual agreement. The start date of the Contract will be 1st October 2014.

The service is to be provided between the hours of 08:45 and 17:15, Monday to Friday as a minimum (excluding Bank Holidays).

Current service provision allows for hourly appointment slots although service times vary in duration subject to the type and accessibility of treatment activity. The successful provider shall not provide less than this current service level.

The interval between return visits, if applicable, is required to be 7 to 12 days unless it is inconvenient to the customer.

Whilst timed appointments are not given, operatives shall provide a first morning appointment, to be undertaken no later than 09.00 to 09.30 and a last afternoon appointment between 16.45 and 17:15.

### 1.3. Extent of Service

Upon commencement of the agreement District Council residents contacting the Council for Pest Control services shall be referred to the Provider's service centre using the contact details supplied. No payments shall be taken by the Council on behalf of the Provider. Any complaints relating to service delivery shall be handled and resolved by the service provider.

It shall be the Provider's responsibility to confirm with customers when the first or subsequent appointments are scheduled and to clearly record details of the appointment and subsequent treatment or advice given.

It is expected all pest control services will be subject to charge. A price schedule shall be prepared and published each year and notified in advance to the Council. The Provider shall be responsible for informing customers of all service charges and for collecting payments from customers of any such reasonable fees.

Persons in receipt of Council tax, Housing Benefit or other means-tested benefit are currently offered a reduced charge concession. Providers are to state if any such concession would be continued, be modified or would cease as part of its quotation submission.

It is expected that all payments charged shall be retained by the Provider to support continuation of a valued, cost effective and customer-focussed service. However the Provider may choose to pass a proportion of the fees collected each year back to the Council. Details of any such offer shall be included within the Provider's quotation submission.

#### Treatment cases handled over a ten year period:

Year	Number of Cases - Rats		Number of Cases - Mice		Number of Cases - Wasps		Number of Cases - Others (e.g Fleas)	
	Full Price	Subsidised	Full Price	Subsidised	Full Price	Subsidised	Full Price	Subsidised
04/05	147	63	125	71	1052	212	101	18
05/06	160	75	137	63	343	57	76	21
06/07	89	65	81	54	688	98	101	13
07/08	133	107	143	105	801	156	144	24
08/09	86	30	47	18	438	66	58	6
09/10	55	17	35	6	563	90	60	4
10/11	104	19	68	17	643	90	79	6
11/12	80	16	76	5	758	61	55	4
12/13	92	10	131	7	157	12	19	3
13/14	63	5	79	4	531	48	17	1
10 year average	100	41	92	35	597	89	71	10

Pest Control Officers provide free telephone advice to residents. Although subject to seasonal variation on average each officer makes one or two advice calls per day.

Pest Control Officers also provide free identification of insect pests that residents send or bring in person. Although subject to seasonal variation on average an officer identifies one insect per week.

## 1.4. Provision of Services and Equipment

The service provider will supply the following:

- i. **Accommodation:**  
The Provider shall provide such accommodation and facilities as are necessary for the efficient performance of the service and ensure that any associated costs have been included as appropriate in the quoted prices.
- ii. **Baits and Poisons:**  
The Provider shall keep an up to date Poisons Register. Only pesticides subject to current approvals and consents shall be used and the methods of use shall comply with the procedures laid down by the Control of Pesticides Regulations 1986 or such other relevant statutes and regulations as may be in force. The Council reserves the right to prohibit or restrict methods of treatment and or the use of certain pesticides notwithstanding that they may have been cleared under the Regulations.
- iii. **Baits and Poisons Storage:**  
The Provider shall store and keep all dangerous and potentially dangerous materials and equipment securely, under proper supervision and clearly and correctly identified so as not to endanger any person, animal or creature other than the pest which is to be the subject of specific control. The Provider shall at the start of the agreement supply up to date copies of its Control of Substances Hazardous to Health assessments and Material Safety Data sheets for all products used in connection with the service agreement.
- iv. **Equipment:**  
The Provider shall provide and maintain in good condition all equipment deemed necessary to deliver this service to include Personal Protective Equipment (PPE) spray equipment, bait boxes, ladders and all other items normally associated with provision of a service of this nature.
- v. **Communication:**  
The Provider shall provide to the Council and keep updated its service manager and operatives contact details.
- vi. **Transport:**  
The Provider shall provide, maintain and use an appropriate vehicle to enable effective and safe delivery of this service. Alternative arrangements must be in place to ensure continuity of service should a vehicle breakdown or be otherwise unavailable.
- vii. **Protective clothing:**  
The Provider shall provide adequate and suitable protective clothing for persons delivering the service. Such persons shall be smartly and appropriately dressed.
- viii. **Associated Issues:**  
Operatives are required to report conditions thought to be associated with an infestation such as a filthy property /rubbish accumulations /building and drainage defects to the District Council's Environmental Protection team.

ix. **Business Continuity:**

The Pest Control Service provided under this agreement shall be available to residents of Sevenoaks District Council during normal working hours throughout the year. Where assigned operatives are absent due to leave, sickness or refresher training the Provider shall make appropriate arrangements for continuity of service delivery.

## 1.5. **Record Keeping**

The Provider will maintain records of all work carried out under this agreement as may be required by the Council.

On the first working day of every month a summary report of the number and type of each treatment delivered to Sevenoaks District Council residents during the preceding month shall be compiled and submitted to the Council for inclusion in its Performance Indicator data reports. The format of such reports shall be agreed with the Council. The Service Provider shall also provide upon request by the Council a set of annual audited accounts.

## 1.6. **Treatment Sheets**

The Provider shall issue to every owner or occupier of each premises where chemicals are to be laid for the control of pests, a printed information and safety data sheet of a format agreed with the Council.

At the conclusion of any treatment, the operative shall leave with the owner/occupier a customer satisfaction form in a format agreed with the Council. Results of the customer satisfaction survey shall be submitted to the Council at quarterly intervals, or such other interval as required.

## 1.7. **Attendance at Council Offices**

The Provider's representatives shall upon request be able to attend the Council offices with clear and comprehensive written records of all work, including location of poisons and types used in treatments provided to Sevenoaks District Council residents.

## 1.8. **Identity Cards**

Operatives delivering the service shall carry at all times means of identification, including a contact number for verification, to assure customers of the legitimacy of the service.

## 1.9. **Service Standard / Formal Complaints / Ombudsman**

The Provider shall acknowledge all service requests from residents of Sevenoaks District Council within two working days and carried out initial treatment within five working days. Only in exceptional circumstances shall such other reasonable time period be agreed with the Council.

A single treatment charge to the customer is to include for as many site visits as are necessary to eradicate one source of pest infestation.

Complaints received by the Council from Sevenoaks District Council residents regarding the Providers pest control services shall be referred to the Provider's management for prompt and mutually satisfactory resolution.

Should informal resolution by the Provider not be possible, then this Council operates a formal complaint policy accessible to the public. The Provider will be obligated to co-operate with the Council in finding a resolution to such formal complaints.

Should a complaint be referred to the Local Government Ombudsman, then if necessary, The Provider shall be liable to pay to the Council within 14 days of demand any payment made by the Council to a complainant as a result of fault by The Provider following a Local Government Ombudsman finding of maladministration causing an injustice, and under the terms of an early settlement of a complaint made to the Local Government Ombudsman without a formal investigation and report.

### **1.10. Monitoring**

Evidence of high performance standards and customer satisfaction will be monitored. Where the service provided fails to meet standards deemed to be acceptable by this Council, this will be investigated and the contractual arrangements reviewed.

When and if required access shall be provided to enable the Council's officers to visit, examine or inspect vehicles, stores, equipment and documentation from time to time to verify general compliance with the terms of this agreement particularly with regard to approach to customers, adherence to treatment procedures and compliance with service standards.

### **1.11. Invoice/Payment arrangement**

Where the agreement includes for the Provider to make a charge to the Council in delivery of the pest control service it should submit an invoice at the beginning of the subsequent month. Payment will be made monthly in arrears and the Council works to 30 day payment terms.

Alternatively should the agreement include for the Provider to make a payment to the Council in delivery of the pest control service the Council will submit an invoice for such payment at the beginning of the subsequent month.

### **1.12. Smoking**

The Provider must ensure no smoking is permitted whilst delivering services on behalf of the Council.

### **1.13. Health & Safety**

The Provider shall ensure that all necessary and reasonable health and safety precautions are taken to protect members of the public and employees in accordance with The Health and Safety at Work Act 1974 and related legislation. Up to date copies of risk assessments and safe working practices shall be provided annually or sooner where an activity changes requiring revision.

The Provider shall ensure that appropriate steps are taken in relation to the performance of the services with regard to health and safety, specifically to notify

persons who may be affected, or whose property may be affected by the use of particular substances of relevant details to include:

- Location details of where all substances are used during chemical treatment procedures
- Advice of any damage considered likely to occur
- Advice regarding risks to persons, particularly children, or to pets.
- What substances have been used
- Details of any periods of ventilation which should be allowed before re-entry etc.

#### **1.14. Insurance**

The Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Service in relation to the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council, its employees or agents not being The Provider or employed by The Provider.

Without thereby limiting its responsibilities under this Condition, The Provider shall insure with an insurance company against its liabilities under this Condition. Such policies shall include cover in respect of any financial loss arising from advice given or omitted to be given by The Provider.

#### **1.15. Training**

The Provider shall ensure that every person involved in front line delivery of this service is at all times properly and sufficiently trained and instructed with regard to:

- The tasks they are performing, the use of particular substances in the performance of the services, relevant precautions and all associated effects, risks and dangers
- Requirements in relation to completing worksheets and receiving and paying in of monies.
- Relevant requirements of the Council
- Fire risks and safety precautions
- The necessity to observe high standards of courtesy and consideration to the public in order to promote and enhance both the Provider and the Council's image and reputation.

Each Pest Control operative is to be trained to a high level including an RSH Diploma, BPCA 1&2 and ATB foundation module and be holders of current certificates of competence in Wildlife Management, Safe Handling of Pesticides and Pest Control Management. Operatives should also be trained in H & S risk assessment.

#### **1.16. Equalities**

The Council seeks to ensure that all sections of the community have access to services. It also wishes businesses from all sections of the community to have a fair chance to do business with the Council. To assist in doing this, a questionnaire and monitoring form are included and form part of the quotation process.

## 2. PRICE SCHEDULES

The prices submitted are worth 60% of the overall evaluation. The 60% is broken down as detailed below. Please complete the schedules below as part of your quotation.

### 2.1. Charges to Pest Control Service Customers for each service type provided:

Service Type and Rate per Visit ( <i>where more than one visit required for treatment</i> )	Quotation Evaluation Weighting %	Minimum Visits per Completed Treatment Expected	Charges to Customers (Excluding VAT)	
			Standard Charge to Customers per Treatment	Charge to Customers awarded benefits
Price per visit – no access	2%	1		
Price per visit – Advice given but no treatment undertaken	3%	1		
Price per visit to treat Wasps (including re-spray within 7 to 10 days if necessary)	10%	1 or 2		
Price to treat 2 <sup>nd</sup> and subsequent Wasp nests at same time as initial (including re-spray within 7 to 10 days if necessary)	2%	1 or 2		
Price to undertake site survey for Rats or Mice	3%	1		
Price per visit to treat for Rats = £	10%	3		
Price per visit to treat for Mice = £	5%	3		
Price per visit to treat for Rats and Mice at the same time = £	5%	3		
Price per visit to treat Bed-bugs = £	3%	3		
Price per visit to treat Fleas	2%	1		
Price per visit to treat Cockroaches = £	2%	3		
Price per visit to treat Squirrels = £	2%	3		
Price per visit to treat Ants or Cluster Flies	1%	1		

Note – The above charges to the Customer should include all costs for provision of each service but exclude VAT for quotation evaluation purposes. In practice a single treatment charge to the customer is to include for as many visits as are necessary to eradicate one source of pest infestation.

## 2.2. Annual or Individual Supplementary Charges or Payments to Sevenoaks District Council (SDC) for Pest Control Service Provision under this Agreement:

The Provider shall detail below the amount of any annual sum to be charged or payment to be made to SDC in consideration of Pest Control service provision under this agreement. Providers shall distinguish amounts chargeable to the Council as (+) and any amounts payable as (-).

### Annual Sum to be Charged or Paid to Sevenoaks District Council

Service Provision	Quotation Evaluation Weighting %	Supplementary Annual Charges or Payments to SDC (£ Excluding VAT)	
		Standard Charge (£) or Payment to SDC	Charge (£) to SDC for Customer Benefits Subsidy
Pest Control Service	10%		

Alternatively the Provider may choose to complete the table below detailing individual supplementary charges or payments to Sevenoaks District Council for each service type delivery to customers. Any such amounts shall be inclusive of any operating costs not recoverable from the customer but shall exclude VAT for evaluation purposes.

### Individual Sums Charged or Paid

Service Type and Rate per Visit <i>(where more than one visit required for treatment)</i>	Quotation Evaluation Weighting %	Minimum Visits per Completed Treatment Expected	Supplementary Charges to SDC (£ Excluding VAT)	
			Standard Charge or Payment to SDC/Treatment	Customer Benefits Subsidy per Treatment
Price per visit – no access	0%	1		
Price per visit – Advice given but no treatment undertaken	1%	1		
Price per visit to treat Wasps (including re-spray within 7 to 10 days if necessary)	3%	1 or 2		
Price to treat 2 <sup>nd</sup> and subsequent Wasp nests at same time as initial (including re-spray within 7 to 10 days if necessary)	1%	1 or 2		
Price to undertake site survey for Rats or Mice	0%	1		
Price per visit to treat for Rats = £	2%	3		
Price per visit to treat for Mice = £	2%	3		
Price per visit to treat for Rats and Mice at the same time. = £	1%	3		
Price per visit to treat Bed-bugs = £	0%	3		
Price per visit to treat Fleas	0%	1		
Price per visit to treat Cockroaches = £	0%	3		

Price per visit to treat Squirrels = £	0%	3		
Price per visit to treat Ants or Cluster Flies	0%	1		

2.3. Charges for Pest Control Services provided at Sevenoaks District Council Facilities or other public locations for which the Council is responsible:

Service Type	Quotation Evaluation Weighting %	Minimum Visits per Completed Treatment Expected	Frequency of Inspection Visits and/or Treatments	Charge to SDC per Completed Inspection and/or Treatment (£ Excluding VAT)
Rodent inspection and treatment at Dunbrik Depot, Sundridge.	0%	-	Every 6 weeks	
Rodent inspection and treatment at Hollybush Depot, Sevenoaks.	0%	-	Every 6 weeks	
Rodent inspection and treatment at Bradbourne Lakes, Sevenoaks.	0%	-	Every 8 weeks	
Ad-hoc Wasp Treatment in Council building, depot or hedgerow adjacent to public open space	0%	1 or 2	6/annum (estimated)	
Hourly consultation rate for Pest Control advice to SDC Environmental Protection Team	0%	-	-	

2.4. Annual Percentage increase to be applied to charges or payments per annum:

Pest Control Service Provision Year	Quotation Evaluation Weighting %	Provider Specified Quotation Prices Increase %	Provider may elect to apply published Consumer Price Index for preceding month to Quotation Prices.
1 <sup>st</sup> October 2014 to 30 <sup>th</sup> September 2015	0%	Fixed as Quoted	Fixed as Quoted
1 <sup>st</sup> October 2015 to 30 <sup>th</sup> September 2016	0%		Yes/No Delete as Appropriate
1 <sup>st</sup> October 2016 to 30 <sup>th</sup> September 2017	0%		Yes/No Delete as Appropriate

## 2.5. Transfer or Termination of Residential/Commercial Contracts:

The current internal provider of Pest Control services has 27 Residential/Commercial contracts in place. Inspection visit frequencies are either at 6 or 8 week intervals. Should the internal service provider be unsuccessful in retaining pest control services the new Provider should include below a sum payable to Sevenoaks District Council upon authorised transfer of these current client contract details.

The Provider will need to negotiate transfer with each contract party. The Council does not guarantee the contract party will wish to transfer or the continuance of any transferred business.

Sum payable to Sevenoaks District Council upon transfer of details:

£
---

Should either the contract party or the successful provider not wish to accept transfer of the contract business details the Council will give notice of termination to each contract party and advise they should seek alternative pest control provision from 1<sup>st</sup> October 2014.



END OF DOCUMENT