

Rod Brown
Head of Housing & Environmental Services



Town Hall
The Parade
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Date 31 May 2016

Contact O Nelson
Direct line 01372 732406
Fax 01372 732452
Email onelson@epsom-ewell.gov.uk

Your Ref
Our Ref

Dear Sir or Madam

INVITATION TO TENDER FOR PEST CONTROL SERVICES

The Council seeks to enter into a partnership to deliver pest control services and you have been invited to tender for this opportunity.

To this effect I have enclosed the following documents:

- Information and Instructions to Tenderers
- Conditions of Contract
- Special Conditions of Contract
- Specification for Services
- Pricing Schedule
- Collusive Tendering Certificate

The paper version of all the tender documents should be duly signed and returned in accordance with the instructions to tenderers and returned no later than 1700 on 1 July 2016

Tenders received after this deadline cannot be considered. Tenders sent by email or facsimile cannot be considered.

Clarifications can be obtained from myself via the email address above.

Yours faithfully,

Oliver Nelson
Environmental Health Team Leader



INFORMATION AND INSTRUCTIONS TO TENDERERS

1. These instructions are provided for the assistance of tenderers but do not form part of the contract. The bid documents should be read and understood before the tenderers complete and submit their tender. In these instructions the words and expressions contained shall have the same meaning ascribed to them in the contract.
2. The Council is inviting tenders for pest control. Details of the exact requirements are contained within the Specification for Services. Tenders are being invited from a selected list of British Pest Control Association Members or equivalent.
3. There will be the opportunity for tenderers to seek clarification of any part of the tender documents as may be required. All questions regarding the specification and/or process should be via email.

Oliver Nelson
Epsom & Ewell Borough Council
Town Hall
Epsom
Surrey
KT18 5BY

Tel 01372 732406
Email: onelson@epsom-ewell.gov.uk

4. If the Council considers a query may have a material effect on the tendering process, all tenderers will be notified without delay in writing of the clarification and the response.
5. Tenders will be returned in accordance with the date set out in the Council's covering letter sent with these instructions.
6. No alteration or addition shall be made to the collusive tendering certificate or pricing schedules except where expressly allowed or as provided below. Tenders shall not be qualified or accompanied by statements that might be construed as rendering the tender equivocal. Only unqualified tenders will be considered. The Council's decision as to whether or not a tender is in an acceptable form will be final.
7. Where a tenderer wishes to submit a modified or alternative bid this must be in addition to the original tender submission and may or may not be considered by the evaluating officer. Any modified or alternative bid must be free of qualifications and state all cost implications. Any deviations from the specification and all risks and contingencies must be identified.
8. The Council does not bind itself to accept the lowest or any tender. The Council will not accept liability for any costs incurred by tenderers in the preparation of their tenders. It is the responsibility of the tenderer to obtain for himself, at his own expense, any additional information necessary for the preparation of his tender.

9. All information supplied by the Council in connection with the contract shall be treated as private and confidential by tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining any quotations required for the preparation and submission of the tender.
10. The price details shall be entered on the pricing schedule and will form part of the tender. All priced documents shall be completed and returned with this tender.
11. Unit rates and prices shall be quoted in Pounds Sterling and decimal fractions thereof. Such fractions need not be restricted to any specific number of decimal places but the product of multiplying the rate by the quantity should be expressed in Pounds Sterling and whole pence (i.e. to two decimal places).
12. Tenderers will be disqualified if they canvass for the contract or if they make any approach to any councillor, officer or agent or the Council with the view to gaining more favourable consideration of their tender.

TENDER PROCEDURE

13. The following documents must be completed and returned with your submission in order for your bid to be fully compliant:
 - Pricing Schedule
 - Collusive Tendering Certificate
 - Response to the specification requirements
14. The tender must be signed by a company representative who has authority to commit the tenderer.
15. Tender documents are to be submitted to be received no later than 1700 on 1 July 2016 and addressed to:

The Chief Executive
Epsom and Ewell Borough Council
Town Hall
The Parade
Epsom
Surrey KT18 5BY

They must be clearly marked as a tender with the subject of the tender and the tender closing date detailed, in a plain paper package, which shall bear no external indication of its source, with the enclosed pre-addressed adhesive label affixed thereto by the time and date notified in the covering letter. Tenders shall be sent by registered post or recorded delivery or delivered by hand to the above address. Where the tender is delivered by hand, the tenderer shall ensure that an official receipt is obtained from the recipient.

16. Any tender received after 1700 on 1 July 2016 or to which the envelope has been interfered with will not be considered.
17. The tender shall be valid for acceptance for a period of 12 weeks from the closing date for receipt of tenders. The Council expects to decide the award of contract

within 30 days of the tender closing date. The Council reserves the right not to select any tender.

18. The contract relating to this tender is enclosed. Any queries about any terms should be raised and agreed with Oliver Nelson prior to tender submission.
19. All tenderers shall be notified of the outcome. The Council generally advises all those who tendered of the names of all candidates who made an offer and the range of bids (not correlated to the names of candidates).
20. Acceptance of the tender by the Council shall be in writing and shall be communicated to the tenderer. Upon such acceptance the contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the successful tenderer shall execute a formal contract as set out in the Form of Agreement contained in the contract documents. Tenderers should not undertake any work until they have received a copy of the contract document executed by both parties.
21. The information provided in these documents regarding the scope and extent of the contract is provided by the Council in good faith to assist the tenderer in preparing the tender. No guarantee is given that it is exhaustive or that any conclusions whatsoever may be drawn from it. Accordingly, the tenderer is required to investigate all matters relating to the preparation of the tender in order to ensure that his tender takes into account all matters and circumstances and it is therefore fully comprehensive and inclusive. Tenderers are advised to make site visits where necessary.

TENDER EVALUATION

22. The contract will be awarded on the basis of the tender which is the most economically advantageous to the Council in accordance with the following award criteria in descending order of importance:
 - Response to the specification and provision of requested documents (60%)
 - Price (40%)

Although the Council will assess the quality of the response to the specification and provision of documents as greater importance than price, the tenderer is reminded that these arrangements are intended to be commercially beneficial for both parties in a competitive market and will therefore need to consider the prices entered in the pricing schedule carefully.

Tender responses will be assessed on a scale of 0 to 5 points, as detailed in the table below:

Score	Evaluation
0	Completely fails to meet required standard or does not provide a proposal
1	Tender proposal significantly fails to meet the standards required
2	Tender proposal falls short of achieving expected requirements (poor in quality or insufficient detail to show requirements are met)
3	Tender proposal meets the required standard
4	Tender proposal shows all requirements would be met with added value
5	Tender proposal shows all requirements would be met excellently with extensive added value offered.

The Council will use the following sub criteria when assessing the quality element of each tenderers bid.

Element	Weighting
Written detailed proposals on how the tenderer proposes to comply with the Specification for Services to include any areas where the tenderer believes he can offer innovation and/or a competitive advantage over other operators.	80 percent
Copy of the company health and safety policy, COSHH assessment and other risk assessments	10 percent
Copy of insurance policy certificates with a minimum of £10 million employers liability cover and £5 million public liability cover	Pass/Fail
Proof of full membership of the British Pest Control Association (or equivalent organisation)	Pass/Fail
Proof of training for all operatives	10 percent

PRICE ASSESSMENT

The price evaluation will be based on the tender price inserted into the Pricing Schedule.

The evaluation of the price element of each tenderer's bid will be based on the lowest price option on a Quality/Price Tender. The maximum score for the price element of the scoring is 40% (Quality 60% / Price 40%).

The lowest tender price will receive the highest percentage for price which is 40%. The other tenders will receive a score relative to the lowest price option using the following formula:

$$\frac{\text{Lowest submitted total price}}{\text{Tenderer's submitted total price}} \times 40 \%$$

FREEDOM OF INFORMATION ACT

23. Epsom & Ewell Borough Council are committed to open government and to meeting their legal responsibilities under the Freedom of Information Act 2000 (the Act) and the Environmental Information Regulations 2004 (the Regulations). Accordingly all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act or Regulations. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received and the time period applicable to that sensitivity.

24. You should be aware that, even where you have indicated this information is commercially sensitive, we may be required to disclose it under the Act or Regulations if a request is received. Please also note that the receipt of any material marked "confidential" or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

INFORMATION ON PROSPECTIVE WORK

25. The treatment of the following pests in residential premises:

- Rats
- Mice
- Squirrels
- Wasps
- Fleas
- Cockroaches
- Bedbugs
- Textile pests
- Stored product insect pests

INDICATIVE NUMBERS OF SERVICE REQUESTS

26 The following table has been constructed to aid tenderers and is composed of an average of the seven years 2008-2013 in which Epsom & Ewell Borough Council

offered free rat treatment and free treatment of all pests to recipients of certain means tested benefits.

rats	483
mice	21
bedbugs	12
cockroaches	3
fleas	3
wasps	49
squirrels	5

Average pest treatments per year 2008-2013

Borough of Epsom & Ewell

Number of residents – 75,200

Number of households – 29,800

Average household income – c. £35,000 pa

Area – approximately 8500 acres

CONTRACT INFORMATION

27 Contract Period

Two years with an option for a further two years by agreement of both parties.

- 1.13 "Monthly Statement" means a statement completed by the Contractor at the end of each calendar month during the Term itemising the treatments the Contractor has undertaken that month to show the address where each treatment was carried out, the type of pest treated, the amount to be invoiced to the Council (both inclusive and exclusive of VAT), the Council's reference number and the amount the Contractor considers he is entitled to under this Agreement.
- 1.14 "Pricing Schedule" means the completed pricing schedule submitted by the Contractor as part of the Tender.
- 1.15 "Services" means the provision of pest control services at a Customer's property.
- 1.16 "Specification" means those requirements detailed in the specification for services within the Invitation to Tender.
- 1.17 "Sub Contract" means a contract between two or more suppliers, at any stage of remoteness from the Contractor in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 1.18 "Supervising Officer" means the Council's Environmental Health Team Leader or another officer nominated by him.
- 1.19 "Tender" means the documentation completed by the Contractor and submitted to the Council relating to pest control services.
- 1.20 "Term" means the Initial Term and any Extended Term as set out in clause 2 of this Agreement.
- 1.21 "VAT" means value added tax as defined by the Value Added Tax Act 1994.
- 1.22 "Working Day" means Monday to Friday inclusive except for any day which is a bank holiday or public holiday.
- 1.23 In this Agreement unless the contrary intention appears:
- (i) words importing one gender include the others;
 - (ii) words in the singular include the plural and vice versa;
 - (iii) words importing persons include firms, companies and corporations and vice versa;

- (iv) reference to clauses, paragraphs and appendices are reference to the clauses, paragraphs and appendices of this Agreement all of which are incorporated into this Agreement;
- (v) the headings to the clauses, paragraphs and appendices of this Agreement are not to affect the interpretation;
- (vi) any obligation of 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;
- (vii) a reference to an act of parliament or any order, regulation, statutory instrument or the like shall include any amendment, extension or application by or under any other enactment or order or re-enactment of the same; and
- (viii) where the word “including” is used in this Agreement, it shall be understood as meaning “including without limitation”.

2. TERM

- 2.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 20, for two (2) years (“Initial Term”), when it shall terminate automatically without notice unless, no later than 6 months before the end of the Initial Term, the Parties agree in writing that the Term of this Agreement shall be extended for a further period of two (2) years (“Extended Term”). Where the Agreement has been extended under the provisions of this clause, unless it is terminated earlier in accordance with clause 20, the Agreement shall terminate automatically without notice at the end of the Extended Term.

3. PERFORMANCE OF THE SERVICES

- 3.1 The Contractor shall at all times during the Term perform and provide the Services and any Variations made under this Agreement in accordance with this Agreement and with the Specification and in a continually efficient and effective manner to the satisfaction of the Supervising Officer.
- 3.2 The Contractor shall provide the Services safely and in a manner that it is not or is not likely to be injurious to health or detrimental to the fabric of any of the Council's properties, any Customer property or any other properties and in accordance with the requirements of the Health and Safety at Work Act 1974, the Food and Environment Protection Act 1985, the Control of Pesticides Regulations 1986, the Control of Substances Hazardous to Health Regulations 2002 and of all other relevant laws and codes of practice concerned with the health, safety and welfare of employees and of all other persons and shall ensure that the Services are carried out in a reasonable and workmanlike manner without causing unreasonable obstruction or annoyance to the public.
- 3.3 The Contractor shall be a member of the BPCA or equivalent at the Commencement Date and throughout the Term and shall at all times perform the Services in accordance with the latest BPCA Code of Practice or equivalent.

4. HOURS OF WORK

- 4.1 The Contractor shall perform the Services during the Hours of Work and shall not make any visits to Customer premises outside these hours without the prior approval of the Supervising Officer or the owner or occupier of the premises and any such visits made by the Contractor outside the Hours of Work shall not be treated as a Variation to the Agreement as set out in clause 17 except in the event of an emergency when the provisions of clause 5 will apply.
- 4.2 Where the Contractor performs the Services outside of the Hours of Work other than in an emergency or where required to do so by way of a Variation to the Agreement, he shall not be entitled to any additional payment.

5. EMERGENCIES

- 5.1 In the event of the Supervising Officer identifying an emergency, the Supervising Officer shall be able to contact an Emergency Contact who will respond to the emergency forthwith.
- 5.2 Where the Supervising Officer identifies an emergency, he shall issue a variation to the Agreement as set out in clause 17.
- 5.3 It is for the Supervising Officer to determine if an emergency exists using his professional judgement and such information as is reasonably available to him at the time he makes his decision.
- 5.4 The Contractor shall make such employees available as the Supervising Officer requires to deal with any emergency situations as he identifies and such emergency work may be outside the Hours of Works. All emergency work performed outside the Hours of Work shall be paid at the Day Rate as set out in the Pricing Schedule.

6. PAYMENT

- 6.1 The Contractor shall submit a Monthly Statement to the Supervising Officer at the end of every calendar month throughout the Term. The Monthly Statement shall be in a form approved by the Supervising Officer.
- 6.2 Within fourteen (14) days of receipt of the Monthly Statement, the Supervising Officer shall approve the amount which the Supervising Officer considers the Contractor to be entitled to and shall certify this amount on the Monthly Statement and return it to the Contractor. This sum shall consist of:
- (i) the amount payable in respect of the work carried out in the previous month based on the number and type of jobs set out in the Pricing Schedule at the rate to be charged to the Customer;
 - (ii) variations which have been instructed and approved by the Supervising Officer in accordance with clause 17;

- (iii) any deductions of any amounts as may be necessary or appropriate in accordance with the Agreement; and
- (iv) additions (if any) in respect of VAT.

6.3 Upon receipt of the Monthly Statement certified in accordance with clause 6.2 above the Contractor shall issue a tax invoice to the amount certified and payment shall be made by the Council no later than 30 days after receipt of the said invoice in the proper form. No payment shall be made by the Council unless the tax invoice for the certified amount has been received.

6.4 Where the amount certified by the Supervising Officer is lower than the amount claimed by the Contractor and the Contractor disagrees with the Supervising Officer's determination, the Parties will use the procedure set out in clause 33 of this Agreement. In such circumstances, the Council will pay the certified amount to the Contractor upon receipt of a tax invoice issued under clause 6.3.

7. PAYMENT OF SUB-CONTRACTORS

7.1 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:

- (i) provisions having the same effect as clauses 6.3 of this Agreement; and
- (ii) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 6.3 of this Agreement.

8. SUPERVISING OFFICER

8.1 The functions, rights and powers conferred by this Agreement upon the Council shall be exercised by the Supervising Officer. The Contractor shall in no circumstances question the existence or extent of the authority of any person nominated by the Council, or of any person nominated by the Supervising Officer to act on his behalf.

8.2 The Council shall ensure that the Supervising Officer is available for consultation with the Contractor at all reasonable times.

8.3 The Supervising Officer acting on his behalf shall have full power and authority to issue instructions on any matter in connection with the proper performance of the Services and the Contractor shall be bound by the same.

9. BRITISH STANDARDS

9.1 Where a relevant British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current during the Term, all Equipment used or supplied and all workmanship shall be in accordance with that standard as applicable from time to time. Where the Specification or any

appropriate EU standard from time to time requires a higher standard, that higher standard shall prevail.

10. PREMISES

- 10.1 The Contractor shall at all times during the Term provide and maintain such premises as are necessary for the proper performance of the Services. The Contractor shall allow for all relevant costs to be included when completing the Pricing Schedule.
- 10.2 The Contractor shall at all reasonable times permit the Supervising Officer access to all and any premises defined in clause 10.1 in order to inspect same to ensure that they comply with the requirements of the Agreement.
- 10.3 The Contractor shall be responsible for the general running expenses of the premises of all manner whatsoever including, but without prejudice to the generality of the foregoing, lighting, heating, telephone and other charges together with all rates and water rates.
- 10.4 The Contractor shall ensure that all insurances, licences, permissions and consents necessary for the operation of such premises are obtained and complied with and that the premises meet the requirements of the Health and Safety at Work Act 1974, the Control of Pesticides Regulations 1986, the BPCA Code of Practice and all other relevant legislation so far as they make provision for the storage of pesticides.

11. EQUIPMENT

- 11.1 The Contractor shall at all times provide all the Equipment as is necessary and appropriate for the proper performance of the Services.
- 11.2 Before the Commencement Date the Contractor shall give the Supervising Officer full details in writing of all Equipment to be used in the performance of the Services and thereafter of all new Equipment acquired or hired by him in connection with this Agreement.
- 11.3 The Contractor shall at all reasonable times permit the Supervising Officer access to inspect the Equipment.
- 11.4 The Contractor shall ensure that the Equipment is safe and without risk to health and that it is used in a skilful and proper manner by persons who are competent to use the same and that all necessary safety equipment is used and the correct safety procedures followed. The Supervising Officer may at any time notify the Contractor in writing to remove any item of Equipment which, in the Supervising Officer's opinion, does not comply with the requirements of this clause. The item of Equipment shall not be used again in the performance of the Services until it has been repaired or modified and inspected to the Supervising Officer's satisfaction. The repairs and modifications shall be carried out at the Contractor's own cost.

- 11.5 The Contractor shall at all times during the Term service, maintain, repair, keep secure and keep in a clean and smart condition all Equipment in such manner as is necessary for the proper performance of the Services.
- 11.6 The Contractor shall insure and at all times shall keep insured with an insurance company approved by the Council the Equipment for the full replacement costs thereof and against such risks as the Council may specify. Such insurance policies shall have the interests of the Council endorsed thereon and the Contractor shall duly pay all premiums thereof and produce to the Council on request receipts thereof and shall not do or suffer or permit anything to be done which might prejudice the policy. All money which may at any time be received or receivable under any such insurance shall be applied in replacing or repairing the item of Equipment lost, damaged or destroyed or in such other manner as the Council may agree. If the Contractor shall at any time default in effecting or keeping up any such insurance, without prejudice to any other action available to it, the Council may effect or renew any such insurance as the Council shall see fit and any sums expended in so doing, including all costs incidental thereto, may be charged to the Contractor and deducted from monies payable to the Contractor under this Agreement.
- 11.7 Equipment used in performance of the Agreement shall be of a design which is suitable for the performance of the Services. No modifications to any Equipment shall be made unless approved by the manufacturer. The Contractor shall ensure that he has an adequate level of reserve Equipment available to him at all times. A lack of suitable Equipment shall not be considered as a reason for non-performance of the requirements of the Agreement.
- 11.8 All Equipment used in the performance of the Services shall be used without causing unreasonable noise, nuisance, obstruction or annoyance to the public. All Equipment shall be turned off when it is not in use.
- 11.9 The Contractor shall at all times be fully responsible for licensing and for the payment of all licensing fees, taxes and insurances required for all Equipment.
- 11.10 All Equipment shall be painted in such colours and be identified by lettering and otherwise in such manner as the Supervising Officer shall approve.

12. OPERATION AND LABELLING OF EQUIPMENT

- 12.1 The Contractor shall ensure that operators of any Equipment used in the performance of the Services are fully trained in the safe use of the Equipment at all times in accordance with the Health and Safety at Work Act 1974, the Provision and Use of Work Equipment Regulations 1998, the Control of Pesticides Regulations 1986, the Control of Substances Hazardous to Health Regulations 2002, the BPCA Code of Practice and all other relevant legislation.
- 12.2 All containers of hazardous goods (and all relevant documents) shall bear prominent and adequate warnings. Product Data Sheets required by the Control of Substance Hazardous to Health Regulations 2002 and the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002 must be provided to the Council in a form suitable for photocopying.

13. EMPLOYEES

- 13.1 The Contractor shall at all times during the Term employ or cause to be employed only such persons to perform the Services who are properly and sufficiently qualified, competent, honest, experienced, instructed and supervised as necessary and appropriate for the proper performance of the Services.
- 13.2 The Contractor shall ensure that sufficient numbers of persons are employed for the proper performance of the Services and that a sufficient reserve of employees is at all times available to fully perform the Services notwithstanding staff holidays or absence through sickness or otherwise.
- 13.3 The Contractor shall name a properly and sufficiently qualified, competent, honest and experienced employee as Contract Manager to provide all necessary superintendence and shall ensure that the Contract Manager attends all meetings at the Supervising Officer's request relating to the provision of Services under the Agreement.
- 13.4 Before the Commencement Date the Contractor shall notify the Supervising Officer of the name, address and telephone number of the Contract Manager and his duly authorised representatives. The Contractor shall provide the Supervising Officer with a list of the names and addresses of all employees engaged in the carrying out of the Services before the Commencement Date and of any changes thereto. The Supervising Officer will provide letters of authorisation for all employees of the Contractor who need to enter premises.
- 13.5 In connection with the performance of the Services, the Contractor shall provide a contact number during the Hours of Work for contact by members of the public and the Council.
- 13.6 Employees and others authorised by the Contractor shall at all times carry identity cards in a form approved by the Supervising Officer and make such cards available for inspection on request by any officer of the Council who identifies himself in such capacity. Cards must be shown to the Customer before entering a premise to carry out a treatment.
- 13.7 The Contractor shall at all times take all such precautions as are necessary to protect the health and safety of all employees engaged in the performance of the Services and shall comply with the requirements of the Health and Safety at Work Act 1974, the Control of Pesticides Regulations 1986, the Control of Substances Hazardous to Health Regulations 2002 and of any other acts, regulations, orders and the BPCA Code of Practice relating to the health, safety and welfare of employed persons.
- 13.8 The Contractor shall ensure that every person employed by him in the provision of the Services is at all times properly and sufficiently trained and instructed with regard to:
- (i) the tasks or tasks that that person has to perform;
 - (ii) relevant provisions of the Agreement;

- (iii) relevant rules, procedures and standards of the Council (as may be notified to the Contractor by the Council).
- (iv) all health and safety policies and practices set in place by the Contractor and the Council
- (v) fire risks and fire precautions; and
- (vi) the requirement to observe the highest standards of courtesy and consideration to the public in order to promote and maintain the Council's image and reputation.

13.9 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees including, without limitation, the payment of wages, national insurance contributions, income or other taxes and any other levies of any kind relating to or arising out of the employment of any persons employed by the Contractor and shall indemnify the Council in respect of any liability in respect thereof.

13.10 The Supervising Officer may instruct the Contractor to remove any employee from the performance of the Services or to discipline any employee (which for the avoidance of doubt shall include the Contract Manager or his representative) of the Contractor specified by notice in writing who, in the opinion of the Supervising Officer, misconducts himself or is incompetent or negligent in the performance of his duties or who fails to conform with relevant safety provisions. The Contractor shall forthwith comply with such instructions. The Council shall not in any circumstances be liable to the Contractor or any of its employees in relation to any liability, loss or damage arising out of any such disciplinary action or removal and the Contractor shall fully and promptly indemnify the Council in respect of any claims brought by any such employee arising from such action.

13.11 The Contractor shall prohibit his employees from smoking inside any premises to which they have lawful access for the purposes of this Agreement and in any Council premises which have been designated as non-smoking areas.

13.12 The Contractor shall ensure that neither it nor anyone acting on the Contractor's behalf discriminates directly or indirectly against any person because of any protected characteristic as defined by the Equality Act 2010 or does or permits any act or omission which results in or is likely to result in a breach of human rights in relation to recruitment, training, promotion, disciplining or dismissal of staff in the United Kingdom and in the provision of goods, facilities or services to the public in the United Kingdom in terms of the quality of, the methods of or by refusing or deliberately omitting to provide such goods, facilities and services.

13.13 The Contractor shall ensure that his employees are at all times properly and presentably dressed in an appropriate uniform. The Contractor shall provide and shall ensure that his employees wear such protective clothing, footwear and apparatus as required by Health and Safety at Work act 1974, the Personal Protective Equipment at Work Regulations 1992, the Control of Pesticides Regulations 1986, the Control of Substances Hazardous to Health Regulations 2002, the BPCA Code of Practice and any other legislation concerning the health, safety and welfare of employees.

- 13.14 Subject to the requirement that the employees' uniform bears the Contractor's name clearly visible in a manner satisfactory to the Supervising Officer, the Contractor shall ensure that no employees engaged in the performance of the Services shall bear any advertising material (other than the manufacturer's name) without the prior written consent to the Supervising Officer.
- 13.15 The Council shall not be liable for any damages or compensation payable at law upon any accident, injury or death of any employees except to the extent that such accident, injury or death results from or is contributed to by the negligence of the Council, its agents or servants and the Contractor shall indemnify and keep indemnified the Council against all such damages and compensation and against all claims, demands, procedures, costs, charges and expenses whatsoever in respect thereof.

14. DBS

- 14.1 The Contractor acknowledges that it will be carrying out the Services in premises where vulnerable adults and/or persons under the age of eighteen may be present.
- 14.2 The Contractor shall ensure that all employees and Sub-Contractors carrying out the Services are subject to a standard disclosure check through the Disclosure and Barring Service prior to undertaking the Services.
- 14.3 The Contractor shall not employ or use the services of any person whose previous conduct or records indicate that he or she would not be suitable to carry out the Services or who may present a risk to Customers or other people present within a Customer's property.
- 14.4 The Contractor shall monitor the level and validity of the checks required by clause 14.2 for each employee and Sub-Contractor.
- 14.5 The Contractor will provide to the Council any information which it reasonably requires to enable it to be satisfied that the requirements of clause 14 have been met.

15. RESTRICTION ON ADVERTISING

- 15.1 The Contractor shall not, during the Term, directly or indirectly advertise any Services whether on his own behalf or as agent, employee, or otherwise on behalf of any other person within the Borough of Epsom & Ewell without the prior written consent of the Council.
- 15.2 For the avoidance of doubt, clause 15.1 shall not be taken to restrict any website or online marketing where it is not possible to restrict the geographical area in which the website or online marketing is visible.
- 15.3 The Contractor shall not, during the Term, canvass or solicit any person residing in or carrying out business within the Borough of Epsom & Ewell and with a view to

providing the Services to them directly within the Borough of Epsom & Ewell or deal with any such person without the prior written consent of the Council.

16. ABNORMAL WEATHER

- 16.1 If, in the opinion of the Supervising Officer, there is abnormal or inclement weather on a particular day or part day, and if so requested by the Contractor, he will agree to suspend the carrying out of the Services or any part thereof provided that the Contractor shall recommence the provision of the Services as soon as it is reasonably practicable thereafter.

17. VARIATIONS

- 17.1 The Supervising Officer may at any time without vitiating or invalidating the Agreement in any way instruct any variations to any part of the Services as he considers necessary, to include all or any of the following:

- (i) Omissions from the Services;
- (ii) Additions and alterations to the Services;
- (iii) Substitutions for the Services; and
- (iv) Changes in quality, form, character, kind, position and dimension and changes in the sequence, method or time of the provision of the Services.

- 17.2 No variation shall be made by the Contractor without an instruction from the Supervising Officer. The Supervising Officer shall make the variations referred to above by way of written instructions to the Contractor unless for any reason the Supervising Officer considers it necessary to give a verbal instruction in which case the Contractor shall comply with such an instruction. An instruction given verbally shall be confirmed by the Supervising Officer in writing within two days thereafter.

- 17.3 The value of all variations instructed in accordance with this clause shall be a fair and reasonable value agreed between the Supervising Officer and the Contractor.

18. RELATIONS WITH THE PUBLIC

- 18.1 All operations necessary for the performance of the Services shall, so far as compliance with the requirements of this Agreement permits, be carried out so as not to interfere unnecessarily or improperly with the public convenience or the access to or use or occupation of public or private roads and footpaths or properties (whether in the possession of the Council or of any person) and the Contractor shall indemnify the Council in the respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

- 18.2 All work shall be carried out without causing unreasonable noise or disturbance. The Contractor shall indemnify the Council from and against any liability for damages on account of noise or other disturbance created while or in carrying out

the Services and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard to or in relation to such liability.

18.3 The Council will normally receive all complaints but those directed to the Contractor must be dealt with as follows:

(i) The Supervising Officer shall be notified of any complaints immediately following receipt. At all times the Contractor will deal with any complaints that he receives in a prompt and courteous manner.

18.4 Unresolved complaints received by or referred to the Council will be investigated by the Supervising Officer.

18.5 The Contractor shall keep a written record of all complaints received by him direct from any source and the action taken by him in relation to those complaints. These records shall be available for inspection by the Supervising Officer at all reasonable times.

19. INDEMNITY AND INSURANCE

19.1 The Contractor shall be liable for any loss, liability or costs (including reasonable legal costs) incurred by the Council in connection with the provision of the Services and shall accordingly maintain in force during the duration of this Agreement full and comprehensive public liability and employer's liability insurance policies in respect of the provision of Services.

19.2 The Contractor shall ensure that insurance policies are taken out with reputable insurers accepted by the Council and that each policy provides for at least £5 million level of cover and other terms of insurance are acceptable to and agreed by the Council.

19.3 The Contractor shall, on request, supply to the Council evidence of such insurance policies and evidence that the relevant premiums have been paid.

19.4 The Contractor shall notify the insurers of the Council's interest and shall cause such interest to be noted on the insurance policies.

19.5 The Contractor shall comply (and shall procure that its employees, agents and Sub Contractors comply) with all terms and conditions of the insurance policies at all times. If cover under the insurance policies lapses or is not renewed or is changed in any material way, the Contractor must notify the Council immediately upon becoming advised or made aware of any such change.

19.6 To indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from a breach of this Agreement by the Contractor including:

(i) any negligent act, neglect or default of the Contractor's employees, agents or Sub Contractors; and

- (ii) breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

19.7 The Contractor shall not be liable to the Council for the death of or injury to the Council's employees or loss or damage to the Council's property unless due to the negligence or other failure of the Contractor to perform its obligations under this Agreement or under the general law.

20. TERMINATION

20.1 The Council may by notice in writing terminate the Agreement in whole or in part (and enter upon and expel the Contractor from any premises or site to which he has been given access) if any of the events specified in clause 20.2 occur. No period of notice shall be required but the notice shall state the date on which it is to take effect.

20.2 The events referred to in clause 20.1 are:

- (i) the Contractor has failed to comply with the standards and requirements set out in the Specification and this Agreement;
- (ii) the Contractor has breached the Agreement in a way which the Council reasonably regards as irremediable which may include, without limitation, repeated and/or persistent remediable breaches of the Agreement;
- (iii) the Council has given the Contractor at least one month's written notice to remedy a breach of Agreement which can be remedied and the Contractor has failed to do so;
- (iv) the Contractor has without reasonable cause failed to proceed diligently with or wholly suspends performance of the Services;
- (v) if the Contractor shall have a receiver appointed over all or a substantial part its assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage its affairs.

20.3 In the event of termination of the Agreement, the Council may engage another contractor to perform the Services and the Contractor shall be liable to pay the Council as a debt any extra cost that the Council incurs in so doing which is in excess of the rates set out in the Pricing Schedule.

20.4 If the Contractor fails to deliver all or part of the Services within the time specified in the Agreement, the Council will be able to cancel the Agreement and purchase the Services from another contractor at no extra cost to the Council;

21. AUDIT

21.1 If either the Council's internal or external auditors or if the Local Government Ombudsman shall wish to investigate the Agreement, then the Contractor shall

provide all such information, access and co-operation as those persons may reasonable require.

22. PROVISION OF STATISTICAL AND OTHER INFORMATION

22.1 The Contractor shall provide all statistical information which the Council may from time to time reasonably require at no additional charge to the Council.

23. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

23.1 The Contractor acknowledges that the Council is subject to the FOIA and the EIR and the Council may disclose to the general public such parts of this Agreement or information relating to the Agreement as must be lawfully disclosed under the FOIA save for such information which, in the Council's opinion, is exempt information as defined by the FOIA and/or the EIR and where it is in the public interest to maintain the exemption. The Council shall be responsible for determining if any exemption applies at its absolute discretion.

23.2 The Contractor shall not respond directly to a request for information regarding this Agreement pursuant to the FOIA and/or the EIR unless it is specifically authorised by the Council or it is required to do so by law.

23.3 The Contractor will provide the Council with a copy of any request for information it receives pursuant to the FOIA or EIR within two (2) working days of receiving the request.

23.4 The Contractor shall assist the Council at no additional charge in meeting any requests for information in relation to this Agreement which are made to the Council in connection with the FOIA and/or the EIR.

23.5 The Council may at any time, including outside of the Term, serve on the Contractor a notice requiring the Contractor to furnish the Council with such information as the Council may reasonably require in order for it to respond to an FOIA and/or EIR request. The Contractor is to provide this information in the format set out in the notice and within the time specified.

24. DATA PROTECTION

24.1 The Contractor shall comply in all respects with the provisions of the DPA and will indemnify the Council against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Council for breach of any statutory duty under the DPA which arises from the use, disclosure or transfer of personal data and or sensitive personal data as defined in the DPA by the Contractor.

24.2 The Contractor shall procure that its staff consent to the Council holding and processing data relating to them (if appropriate) for legal, personnel, administrative

and management purposes and in particular to the processing of any sensitive personal data.

25. ASSIGNMENT AND SUB-CONTRACTING

The Contractor shall not without the written consent of the Supervising Officer assign or Sub-Contract the benefit or burden of the whole or any part of the Agreement. No Sub-Contracting by the Contractor shall in any way relieve the Contractor of any of its responsibilities under the Agreement.

26. FORCE MAJEURE

26.1 Either Party to the Agreement shall not be considered in breach of the Agreement or under any liability whatsoever to the other Party for the non-performance, part performance or delay in performance of the Agreement which is caused as a result of force majeure, provided that the relevant factor or factors was not reasonably foreseeable at the time the Tender was submitted.

26.2 Force majeure shall be any event beyond the control of a Party or Parties and shall include:

- (i) acts of God (such as hurricane, landslides, lightning, earthquakes, floods, drought or other similar occurrences);
- (ii) any act of government or the Queen's enemies, armed conflict or the consequences or the effect of armed conflict, extortion, sabotage or terrorism;
- (iii) civil commotion, public demonstration, local combination or workmen, Sub Contractors/agency staff strikes or lock outs or other uncontrollable circumstances affecting any of the trade or suppliers employed by reason of provision of the Services;
- (iv) government pre-emption of materials or services in connection with a public emergency; or
- (v) explosion.

26.3 Either Party to the Agreement shall immediately notify the other of any actual or potential events or circumstances of force majeure, the likely length of time the Agreement will be disrupted, and the measures being taken to mitigate the adverse effects of force majeure on the Agreement.

26.4 In the event of circumstances of force majeure for any of the reasons stated in this clause, the Contractor shall use their best endeavours to provide the best possible substituted Services as agreed with the Council until such time as normal Services can be resumed and the Supervising Officer shall agree payment for such substituted Services.

27. AGENCY

- 27.1 The Contractor is not and shall in no circumstances hold himself out as being the servant or agent of the Council. In particular, the statutory duties of the Council are not delegated to the Contractor particularly in relation to the service of statutory notices. The Council will serve such notices in appropriate circumstances.
- 27.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation.
- 27.3 The Contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.
- 27.4 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the Council for any purposes whatsoever.

28. CHANGE OF CONTACT DETAILS

- 28.1 Each of the Parties shall give notice to the other of the change or acquisition of any Contract Manager, Supervising Officer, postal address, e-mail address or telephone or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition taking place.

29. NOTICES

- 29.1 Where any provision of this Agreement requires a Party to give notice to the other then it shall be deemed to have been properly served if:
- (i) in the case of the Council the notice is sent by first class post to its office as stated at the start of this Agreement or handed to the receptionist at that address and in all cases marked for the attention of the Supervising Officer or their nominated deputy;
 - (ii) in the case of the Contractor the notice is sent by first class post to the address shown in this Agreement or is handed in at such address and in all cases is marked for the attention of the Contract Manager.
- 29.2 Notices shall be deemed served:
- (i) two (2) Working Days after they have been posted in the case of service by post; or
 - (ii) at the time of delivery in the case of personal service.
- 29.3 For the avoidance of doubt, service of a notice by e-mail or facsimile will not be accepted by the Council as valid service.

30. PREVENTION OF CORRUPTION

30.1 The Council shall, in addition to any other rights and remedies it may have under the Agreement, be entitled immediately to terminate this Agreement and to recover from the Contractor the amount of any loss resulting from such termination if:

- (i) the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other contract with the Council;
- (ii) the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor);
- (iii) in relation to any contract with the Council, the Contractor or person employed by the Contractor or acting on the Contractor's behalf shall have committed any offence under the Bribery Act 2010 or have given any fee or reward the receipt of which is an offence under Section 117 Local Government Act 1972;
- (iv) the Contractor has offered or paid or given or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or failing to do or causing or having caused to be done or failed to be done in relation to any other tender or proposed tender any act or thing of the sort described above; or
- (v) the Contractor solicits any gratuity or tip or any other form of money token or reward or charge for any of the Services provided for in the Agreement other than bona fide charges approved by the Council.

31. WAIVER

31.1 Failure by a Party at any time to enforce the provisions of the Agreement or to require performance by the other Party of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Party to enforce any provision in accordance with its terms.

32. SEVERANCE

32.1 If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provisions of this Agreement all of which shall remain in full force and effect.

32.2 The Parties shall use all reasonable endeavours to replace the invalid or unenforceable provision with a valid provision, the effect of which is as close as possible to the intended effect of the provision so excluded.

33. SURVIVAL OF TERMS

- 33.1 No term shall survive expiry or termination of this Agreement unless expressly provided for within this Agreement.
- 33.2 The terms which survive expiry or termination of this Agreement are clauses 1, 6, 13.9, 13.10, 13.15, 18, 19, 20.3, 20.4, 21, 23, 24, 25, 30, 31, 32, 34, 35, 37, 38 and 39.

34. DISPUTE RESOLUTION

- 34.1 Any dispute, difference or question between the Parties to this Agreement with respect to any matter arising out of or relating to this Agreement which cannot be resolved by negotiation within a reasonable time (being no more than 28 days) and, except insofar as may be otherwise provided in this Agreement, shall be referred to mediation or other alternative dispute resolution procedure agreed between the Parties, each acting in good faith, or where the Parties cannot agree such procedure or any aspect of it, assistance will be sought from the Centre for Dispute Resolution. In any such mediation the Parties will each bear their own costs in relation to any reference to mediation and, unless otherwise agreed or directed by the mediator, the Parties will share equally the costs of mediation.
- 34.2 Use of mediation shall be without prejudice to the rights of the Parties in all respects if the mediation does not achieve an agreed resolution of the dispute.
- 34.3 Where the Parties fail to reach agreement by mediation then the dispute may be referred to arbitration under the provisions of the Arbitration Act 1996 by a single arbitrator to be appointed by agreement between the Parties or in default of agreement by the President for the time being of the Chartered Institute of Arbitrators ("the President")
- 34.4 The appointed arbitrator shall be entitled to make such decision or awards as the arbitrator thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to follow the event or in the event of neither Party succeeding to be apportioned between the Parties by the arbitrator in such proportion as he in his absolute discretion thinks fit.
- 34.5 The award of such arbitrator shall be final and binding upon the Parties to this Agreement.
- 34.6 Unless this Agreement shall have already been determined or abandoned, the Contractor shall in every case continue to proceed with the Services with all due diligence and the Contractor and the Council shall both give immediate effect to every such decision of the Supervising Officer unless and until the same shall be revised by agreement at mediation or by an arbitrator.
- 34.7 In any case where the President is not able to exercise the functions conferred on him by this clause the said functions may be exercised on his behalf by a Deputy President for the time being of the said Institute.

35. RIGHTS CUMULATIVE

35.1 All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to either Party.

36. WARRANTY

36.1 Each of the Parties warrants its power to enter into this Agreement and that they have obtained all necessary approvals to do so.

37. ENTIRE AGREEMENT

37.1 This Agreement between the Contractor and the Council is the entire agreement relating to the provision of the Services by the Contractor and it supersedes and cancels all prior agreements whether formal or informal in relation thereto.

38. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

38.1 The Parties hereby agree a person or entity who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

39. GOVERNING LAW

39.1 This Agreement shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the exclusive jurisdiction of the English courts.

**THE COMMON SEAL of EPSOM &
EWELL BOROUGH COUNCIL**

was hereunto affixed in the presence of:

Mayor

Chief Executive

EXECUTED as a **DEED** for and on
behalf of **SUCCESSFUL TENDERER**
by:

Director/ Secretary

Director

Print Name

Print Name

SPECIFICATION FOR SERVICES

Scope

The works carried out in this specification relate to the treatment of pests in residential dwellings resulting from instructions from the Council. The location of these treatments will be principally within the administrative boundaries of the Borough of Epsom & Ewell but may extend outside the boundary by agreement of both parties. The Council views the arrangements as a partnership approach but in this document the word “Contractor” is used to mean the commercial pest control company partner in this contract.

Practical Arrangements

Where notification of instruction for treatment is issued by the Council to the Contractor during working hours, the Contractor shall make contact with the Customer as soon as possible and in any event within two hours. Where notification is issued by the Council outside of the working day, the Contractor shall make contact with the Customer within the first two hours of the next working day.

In this contract, working day is taken to mean Monday – Friday 0845hrs to 1730hrs except for bank holidays and other public holidays. The Contractor may at his discretion extend the times he undertakes work under this contract but he shall not be entitled to additional payment for this.

Subject to the availability and wishes of the Customer, the Contractor shall arrange to carry out the treatment (or first visit in the treatment as applicable), as soon as possible and in any event within five working days from the date of the notification of request for treatment. Subsequent visits in the treatment shall be carried out as soon as prudent allowing for the effective treatment of the pest in question.

When carrying out the treatment the Contractor shall adhere to the schedules attached to this specification unless he has good reason to depart from them in which case he must notify the Supervising Officer as soon as practical.

The Contractor shall maintain independent records of site visits and treatments undertaken in addition to those submitted to the Council as part of this contract.

Where the Contractor is satisfied that an infestation originates from or extends to an adjoining property/premises, they shall report the matter to the Supervising Officer for a decision on how to proceed.

The Council will not be providing or making available to the Contractor any accommodation for storage of vehicles, equipment or pesticides.

Billing

The current schedule of rates will remain in force until both parties agree any revisions.

Invoicing shall be at the end of each calendar month to reflect treatments concluded in that month. The Contractor shall invoice the Council the specified amount inclusive of VAT and shall display both the inclusive and exclusive figure in the invoice.

The invoice shall itemise the work carried out each month to include the address of each treatment, the type of pests treated and the Council's reference number. The Council is unable to support payment of fees where this information is missing.

The Contractor shall provide the whole of the Service as defined within the Specification in accordance with the Specification and the Form of Agreement.

Payment for the whole of the Service will be made according to the number of relevant items in the Pricing Schedule.

The Contractor is responsible for ensuring that the rates agreed are sufficient to cover the whole of the Service.

This Pricing Schedule shall remain in force unless and until changes are agreed by the Council and the Contractor.

Minimum Scope of Obligations

The Contractor is required to undertake the work in accordance with the Pricing Schedule which shall be totally inclusive of all necessary labour, transport, equipment and materials costs.

The Contractor shall maintain and provide such records of all conditions found and work carried out as required by the Supervising Officer.

In all cases, the Contractor shall detail on the appropriate record sheets details of dates and times spent on site and of materials, pesticides and equipment used and any other relevant matters including written evidence of infestations, belief of source and signature of Customer or their representative stating that they give permission for their land/premises to be treated.

Where a visit is made and no access to the premises is gained due to the absence of the owner/occupier/their representative, the Contractor shall not carry out the required treatment unless by prior arrangement by the customer. Where a visit is made and no access is gained due to the absence of the owner/occupier/their representative the Contractor shall leave notification that a visit has been made. This notification is to be on a printed notice of an approved format (as approved by the Authorised Officer) and must state the time and date of the visit and details of how the Contractor may be contacted to arrange a further visit at a time convenient for the owner/occupier.

The Contractor shall bear the costs of any abortive work or revisits arising from no access.

The Contractor shall maintain a weekday telephone service so that customers may contact the Contractor directly to, for example, arrange visit dates and times.

The Contractor shall keep all dangerous materials and equipment under proper supervision and clearly and correctly identified so as not to endanger any person, animal or thing other than any pest which is to be the subject of specific control.

The Contractor shall issue to every owner or occupier, of each premises where treatment is to be undertaken, the location of the poison, the type of poison used etc. and other such documentation as approved by the Council.

The Contractor shall make allowances for the delivery of up to two sessions of no more than two hours each per calendar year for the training of Council staff in basic pest control matters so as to assist with the smooth operation of the service. The Contractor shall bear the costs of this which will be arranged at mutually convenient times.

From time to time the Contractor will be expected to undertake visits to sites within the borough at the request of any Council Officer for the purposes of giving professional pest control advice to the Council. He will provide a written report of his findings on request which may be required as evidence in any enforcement or prosecution case. The Contractor may occasionally be required to attend court as the Council's witness. The Contractor shall additionally make himself available for telephone advice to Council Officers during the working day at no additional cost.

Only pesticides approved under the Control of Pesticides Regulations 1986 shall be used and the methods of use shall comply with the procedures laid down by the Control of Pesticides Regulations 1986 and assessments made under the Control of Substances Hazardous to Health Regulations 2002, or such statutory requirements that may be from time to time in force. The contractor shall ensure he remains compliant at all times with the provisions of the Data Protection Act 1998.

SCHEDULE 1 – Minimum Standard for Treatment

1. Visit to carry out a survey to determine the extent of the infestation and deploy appropriate pest control treatment followed by a minimum of further visits as defined in table one.
2. During all visits in a treatment programme, all accessible carcasses of mammal pests shall be removed and disposed of in an approved manner together with any old poison baits or traps.
3. Where further action is required to eradicate the infestation, the Contractor shall give concise, relevant, up-to-date information/advice on actions taken to the owner or occupier of the premises to ensure effective control.
4. All treatments shall be in compliance with the BPCA codes of practice and relevant statutory provisions and non-statutory best practice documents.
5. The Contractor and his staff shall remain courteous and professional at all times.

Pest	Minimum number of visits to treat
Rats	3
Mice	3
Squirrels	2*
Wasps**	1
Fleas	2
Cockroaches	2
Bedbugs	2
Textile pests	2
Stored product insect pests	1
*For trapping, minimum 3 if poisoning	
** No requirement to remove nest	

Table 1 - Minimum number of visits

Recurrence of infestation

1. The Contractor shall attend to recurrences of infestation without any further charge.
2. Any infestation of premises by rats, mice or squirrels within four weeks of the last visit by the Contractor to those premises shall be deemed to be a recurrence unless the Supervising Officer instructs otherwise.
3. Any infestation of premises by cockroaches, fleas or bed bugs within three months of the last visit to those premises shall be deemed to be a recurrence unless the Supervising Officer instructs otherwise.
4. Any further service requests relating to a wasp nest that has been treated, received during the same calendar year, shall be deemed to be a recurrence unless the Supervising Officer instructs otherwise.

PRICING SCHEDULE

Pest	Minimum number of visits to treat	Rate the Council will charge the Customer A	Rate Contractor will charge the Council A - 20%
Rats	3		
Mice	3		
Squirrels	2*		
Wasps**	1		
Fleas	2		
Cockroaches	2		
Bedbugs	2		
Textile pests	2		
Stored product insect pests	1		
*For trapping, minimum 3 if poisoning ** No requirement to remove nest			

Additional Activities	Rate Contractor will charge the Council
Visit to assist and advise Council Officers including provision of written report	Per visit
Rate to attend Court	Per hour
	Please state minimum charge:
Day Rate	Per day

COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide Tender and that we have not:

- a) Entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of the tender or the conditions on which any tender is made;
- b) Informed any other person, other than the persons calling for these tenders, of the amount or the approximate amount of the tender, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- c) Caused or induced any person to enter into such agreement as is mentioned in paragraph a) above or to inform us of the amount or the approximate amount of any rival tender for the contract.

We also undertake that we will not do any of the acts mentioned in paragraphs a), b) or c) above before the hour and date specified for the return of this tender.

In this certificate 'person' includes persons and any body of persons corporate or non corporate, and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

Signed _____

on behalf of

Date _____