**Dog Services Contract 2019 to 2023**

**Burnley Borough Council**

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**Dog Services Contract 2019 to 2023**

**Contents**

1 Introduction

2 Instructions to Tender

3 Definitions

4 Conditions of Contract

5 Specifications

6 Pricing Schedule

7 Method Statements

Appendix 1 Official Form of Tender

Appendix 2 Non Collusion Certificate

Appendix 3 Certificate that the Tender is Bona Fide

Appendix 4 Kennel Insurance Certificate

Appendix 5 Tender Document Check List

**Tender Introduction**

Burnley Borough Council Dog Services Contract 2019 to 2023

Service Details

This Tender is for the purpose of appointing a Contractor/s to provide Dog Services for Stray Dogs in the Borough of Burnley. The provision of Kennelling Services will be split into a Core Lot 1:

Core Lot 1

* A Kennelling Service which will accept dogs between the hours of 9am and 7.30pm Monday to Friday and from 10am to 2pm Saturday Sunday and Bank Holidays (additional Quality Marks will be granted for extended hours).

The Council has also included a Provisional Lots 2 and 3 covering the following services for which the Tenderers are invited to submit a price:

 Provisional Lots 2, 3

* Provisional Lot 2 The Capture of Roaming Dogs and collection of Stray/Secured dogs from within the Borough of Burnley between 9am to 5pm Monday to Friday.
* Provisional Lot 3 The Collection of Stray Secured dogs within the Borough of Burnley between 5pm and 7.30pm Monday to Friday and from 10am to 2pm Saturday Sunday and bank holidays.

Both the Core Lot and the Provisional Lots will be evaluated in isolation and Tenderers are invited to bid for any individual Lot or any combination of Lots. The Provisional Lots may or may not be included in the Final Contract at the discretion of Burnley Borough Council. The Council also reserve the right not to award the tender.

Location Details

The Borough of Burnley is situated in the eastern part of Lancashire adjoining other former textile areas in the county and Yorkshire. The Borough of Burnley comprises approximately 40,500 properties. The current estimate of the Borough’s resident population is 87,000.

The Borough of Burnley is split into 15 wards with a total of 45 Elected Members. The Council is currently controlled by a majority Labour Administration that hold all 5 seats on the Executive, the Council’s decision making body.

The Councils approach and our strategic ambitions are focussed on strong partnership working, the continuous improvement of services and a commitment to the provision of high quality services that meet the needs and aspirations of the Borough.

Service Statistics

The tables below show the demand for Dog Services in the Borough of Burnley during the last 3 years.

Core Lot Statistics

|  |
| --- |
| Statistics In and Out of Hours kennelling Statistics  |
| Year | Number of Dog kennelled | Total Number of kennelling Days | Dogs Destroyed | Dogs Rehomed | Dogs Reclaimed |
| 2015-2016 | 239 | 1221 | 6 | 120 | 113 |
| 2016-2017 | 221 | 852 | 3 | 74 | 144 |
| 2017/2018  | 140\* | 570\* | 3\* | 56\* | 81\* |

Provisional Lot statistics

|  |  |  |
| --- | --- | --- |
| Year | Provisional Lot 2Collection in Hours | Provisional Lot 3 Out of Hours collection of stray dogs |
| 2015-2016 |  120 \* | 53 |
| 2016-2017 | 150\* | 72 |
| 2017/2018  |  100\*  | 46\* |

The figures above provided for potential Contractors, are historical figures. The Council gives no assurances or guarantees towards future usage of Tendered Services.\* Approximate figures extrapolated from available data.

**INSTRUCTIONS TO TENDER**

Documents

|  |
| --- |
| Apart from the formal agreement between the Council and the successful Tenderer/s, the incorporated documents for the purpose of this Contract will comprise of:  |

* Specification
* Conditions of Contract
* Schedule 1 Pricing Schedule
* Schedule 2 Method Statement Response Summary
* Appendix 1 Official Form of Tender
* Appendix 2 Non Collusion Certificate
* Appendix 3 Certificate that the Tender is Bona Fide

Tenderers Obligation

|  |
| --- |
| It is the responsibility of Tenderers to obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders. Accuracy of Information Information supplied to Tenderers by the Council (whether in the Invitation to Tender or otherwise) is supplied for general guidance in the preparation of the Tender. Tenderers must satisfy themselves, by their own investigations the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Tenderers or for any loss or damage of whatever kind and however caused arising from the use by Tenderers of such information. Confidentiality All information supplied by the Council in connection with this Tender shall be regarded as confidential by the Tenderer, except that such information may be disclosed for the purposes of obtaining sureties and quotations necessary for the preparation of the Tender. Pricing of the Tender Tenderers shall enter a charge for providing the service in the Pricing Form **Schedule 1.**Fixed Price The Tender is accepted on a “Fixed Price” basis and the Contractor will not be entitled to claim and the Council will not allow any increase in the price of the services and/or cost of, the employment of labour, and the prices included in the Tender shall be the maximum payable by the Council. Value Added Tax The Tender must be based on rates that exclude Value Added Tax. Accuracy of Price Tenderers shall ensure that before submitting a tender all mathematical calculations are checked for accuracy, at the same time ascertaining that forms have been completed and signed and all necessary information supplied as identified in the Tender Document Checklist. Delivery of Documents The Documents issued must be completed in full, in accordance with the Tender Document Checklist and returned in a plain envelope to:  ‘**Dog Services Contract 2019 to 2023’** **Head of Legal & Democratic Services** **Town Hall****Manchester Rd****Burnley****BB11 9JA****NOT LATER THAN 15.00 ON 01/02/2019**Any tender received after this date and time and not in the manner prescribed shall be rejected.Postal Franking Attention is drawn to the fact that the use of postal franking machine on the Tender Envelope that includes the name or other indication of the Tenderer will invalidate the Tender. Tender Documentation Tenderers are required to submit full Tender documentation and a further two copies of the documents stated in 'Tender Document Checklist'. Supply of ServicesThe Tenderer may offer to supply only those services that meet the requirements contained within the specification. No alternatives will be acceptable. Any Tenderer who submits a tender on the basis of any alternative will have their Tender rejected.Sub-ContractingYou must state in your completed Tender if you will be using any Third Party Contractors to deliver the services and ensure that all relevant terms and conditions are applied within any relevant Sub-Contract. You will be fully responsible as the prime Contractor for compliance under the contract by all Third Party Sub-Contractors.Rejection of Form of Tender Any Form of Tender submitted in which the Tenderer is considered to have acted contrary to their declaration contained within their “Certificate That The Tender Is Bona Fide”, shall be rejected. Variation form of TenderAny variation or alteration to the terms of the Form of Tender, the Conditions, or the Specification, except where such a variation or alteration is expressly invited or permitted, shall be rejected.  |
| Acceptance of Tender The Tenders shall be submitted on the basis that acceptance of a Tender by the Council shall be binding for all purposes but subject to termination or rescission of the Contract at the Council’s option in the event of (i) any material non-disclosure by the Tenderer and or (ii) failure to reach agreement with the successful Tenderer on all of the details of the documentation which is required to be agreed within the period specified in the Tender Document or if none is stated within a reasonable period. |

Enquiries

All enquiries should be addressed to one of the following:

Thomas Ormerod, on 01282 425011 EXT 3395, Email tormerod@Burnley.gov.uk

Sean Spencer, on [[1]](#footnote-1)01282 425011 EXT 3402, Email sspencer @Burnley.gov.uk

Matthew Balderson on 01282 425011 EXT 3374, Emailmbalderson@Burnley.gov.uk

Contact with the Council can only be made in accordance with these instructions. If enquiries are received the answers will be circulated to all tenderers without the identification of the enquirer or Tenderer. The deadline for receipt of these enquiries is 19/01/2019**.**

Clarification Questions

The Council reserves the right to issue the response to any clarification request made by you to all Tenderers unless you expressly require it to be kept confidential at the time the request is made. These will be made available at <https://www.burnley.gov.uk/about-council/doing-business-burnley-council/current-opportunities>

If the Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the request without receiving a response to the clarification request. The Council will, where reasonably practicable to do so, attempt to reply to clarification requests within 3 working days. Clarification questions must be directed to the contact(s) above.

Award Criteria

It is the intention of the Council to enter into a Contract with the Tenderer who has provided the Most Economically Advantageous Tender (MEAT). Each Lot will be evaluated and awarded separately. The evaluation will be based on the following criteria for each Lot:

*Price = 75% (determined by Pricing Schedules responses)*

*Technical Ability = 25% (determined by the Method Statement for the individual Lot)*

Failure to provide any of the documentation listed in the Tender Document Checklist (**Appendix 5)** may result in the tender being rejected.

Each lot will be evaluated as follows:

**Quality Weighted Score =**

* Score Awarded by Evaluation panel / Max Score Available X Weighted Percentage

**Weighted Price Score =**

* (Lowest Tendered Price / Your Tender Price) x Weighted Percentage

Interviews

The Council may invite compliant Tenderers to attend a short interview/discussion for clarification purposes of their Tender**.** Those service providers shortlisted for an interview will be advised of the appointment time and venue shortly after the opening of Tenders.

Freedom of Information Act 2000

Information in relation to this Contract including the additional information may be made available on demand in accordance with the Freedom of Information Act 2000. Applicants should state if any of the information supplied by them in response to this questionnaire is confidential or commercially sensitive and should not be disclosed in response to a request for information under the above Act. Applicants should state why they consider the information to be confidential or commercially sensitive.

TUPE (Transfer of Undertakings Protection of Employment)

Burnley Borough Council believes that there are no TUPE implications in regard to this Contract. The Council gives no assurances or warranties as to the effect of TUPE on the Contract or otherwise.

Contract Start Date

The Start Date for this Contract is **1st April 2019.** It is hoped to award this Contract on **1st of March 2019.**

Contract Timeframes

|  |  |
| --- | --- |
| Timeframes | Date/Time |
| Invitation to Tender Sent Out | 12/11/2018 |
| Tender Return Deadline | 01/02/2019 |
| Contract Award | 01/03/2019 |
| Contract Start Date | 01/04/2019 |

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| --- | --- |
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**Annex 1**

**Terms and Conditions of Contract for Services**Interpretation

* 1. In these terms and conditions:

|  |  |
| --- | --- |
| “Agreement”  | means the contract between (i) the Customer acting as part of the Authority and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes; |
| “Award Letter” | means the letter from the Customer to the Supplier printed above these terms and conditions; |
| “Authority” | means Burnley Borough Council |
| “Charges” | means the charges for the Services as specified in the Award Letter;  |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means the person named as Customer in the Award Letter; |
| “Contractor Personnel” | means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement |
| “DPA” | means the Data Protection Act;  |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Award Letter;  |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA;  |
| “Key Personnel”  | means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;  |
| “Law” | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply; |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them; a Party to this agreement |
| “Personal Data” | means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement; |
| “Purchase Order Number” | means the Customer’s unique number relating to the supply of the Services;  |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);  |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement;  |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;  |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;  |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;  |
| “Supplier” | means the person named as Supplier in the Award Letter; |
| “Term” | means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;  |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |
| **GDPR CLAUSE DEFINITIONS:** |
| “Data Protection Legislation” | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy; |
| “Data Protection Impact Assessment” | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data |
| “Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” | take the meaning given in the GDPR.  |
| “Data Loss Event:” | any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| “Data Subject Access Request:” | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| “DPA 2018” | Data Protection Act 2018  |
| “GDPR” | the General Data Protection Regulation (Regulation (EU) 2016/679) |
| “LED” | Law Enforcement Directive (Directive (EU) 2016/680)  |
| “Protective Measures” | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it. |
| “Sub-processor” | any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement  |

* 1. In these terms and conditions, unless the context otherwise requires:
		1. references to numbered clauses are references to the relevant clause in these terms and conditions;
		2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
		3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
		4. 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
		5. the word ‘including’ shall be understood as meaning ‘including without limitation’.
1. Basis of Agreement
	1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
	2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.
2. Supply of Services
	1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
	2. In supplying the Services, the Supplier shall:
		1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
		2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
		3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
		4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
		5. comply with all applicable laws; and
		6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
	3. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
3. Term
	1. The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
	2. The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
4. Charges, Payment and Recovery of Sums Due
	1. The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
	2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
	3. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
	4. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
	5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
	6. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
	7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
	8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
		1. provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
		2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
		3. In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority 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.
	9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
5. Premises and equipment
	1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
	2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
	3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
	4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
	5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
	6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
	7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
6. Staff and Key Personnel
	1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
		1. refuse admission to the relevant person(s) to the Customer’s premises;
		2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
		3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

* 1. The Supplier shall:
		1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
		2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
		3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
	2. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
	3. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
1. Assignment and sub-contracting
	1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
	2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
	3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.
2. Intellectual Property Rights
	1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
	2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
	3. The Supplier hereby grants the Customer:
		1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			* 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
				2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
1. Governance and Records
	1. The Supplier shall:
		1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
		2. submit progress reports to the Customer at the times and in the format specified by the Customer.
	2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.
2. Confidentiality, Transparency and Publicity
	1. Subject to clause 11.2, each Party shall:
		1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
		2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
	2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
		1. where disclosure is required by applicable law or by a court of competent jurisdiction;
		2. to its auditors or for the purposes of regulatory requirements;
		3. on a confidential basis, to its professional advisers;
		4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
		5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
		6. where the receiving Party is the Customer:
			* 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
				2. on a confidential basis to any other Authority, any successor body to a Authority or any company to which the Customer transfers or proposes to transfer all or any part of its business;
				3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
				4. in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
	2. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
1. Freedom of Information
	1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
		2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
		4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
	2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
	3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
2. Data Protection
	1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule [X] by the Customer and may not be determined by the Contractor
	2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
	3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
		1. a systematic description of the envisaged processing operations and the purpose of the processing;
		2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
	4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
		1. process that Personal Data only in accordance with Schedule [X], unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
			* 1. nature of the data to be protected;
				2. harm that might result from a Data Loss Event;
				3. state of technological development; and
				4. cost of implementing any measures;
		3. ensure that:
			* 1. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);
				2. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

are aware of and comply with the Contractor’s duties under this clause;

are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

have undergone adequate training in the use, care, protection and handling of Personal Data; and

* + 1. not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
			- 1. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
				2. the Data Subject has enforceable rights and effective legal remedies;
				3. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
				4. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
		2. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
	1. Subject to clause 1.6, the Contractor shall notify the Customer immediately if it:
		1. receives a Data Subject Access Request (or purported Data Subject Access Request);
		2. receives a request to rectify, block or erase any Personal Data;
		3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
		4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
		5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
		6. becomes aware of a Data Loss Event.
	2. The Contractor’s obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
	3. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
		1. the Customer with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Customer following any Data Loss Event;
		5. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.
	4. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
		1. the Customer determines that the processing is not occasional;
		2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
		3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	5. The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.
	6. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
	7. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
		1. notify the Customer in writing of the intended Sub-processor and processing;
		2. obtain the written consent of the Customer;
		3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and
		4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
	8. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
	9. The Customer may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
	10. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
1. Liability
	1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
	2. Subject always to clauses 14.3 and 14.4:
		1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
		2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
			* 1. loss of profits;
				2. loss of business;
				3. loss of revenue;
				4. loss of or damage to goodwill;
				5. loss of savings (whether anticipated or otherwise); and/or
				6. any indirect, special or consequential loss or damage.
	3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
		1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
	4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.
2. Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party 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 two months, either Party may terminate the Agreement by written notice to the other Party.

1. Termination
	1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
	2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
		1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
		2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
		3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
		4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
		5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
		6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
		7. fails to comply with legal obligations in the fields of environmental, social or labour law.
	3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
	4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
	5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
	6. Upon termination or expiry of the Agreement, the Supplier shall:
		1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
		2. return all requested documents, information and data to the Customer as soon as reasonably practicable.
2. Compliance
	1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
	2. The Supplier shall:
		1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
		2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
	3. The Supplier shall:
		1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
		2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
	4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
	5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
		1. the Official Secrets Acts 1911 to 1989; and
		2. section 182 of the Finance Act 1989.
3. Prevention of Fraud and Corruption
	1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
	2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Authority (including the Customer) the Customer may:
		1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
		2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
4. Dispute Resolution
	1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
	2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
	3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
5. General
	1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
	2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
	3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
	4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
	5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
	6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
	7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
	8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
	9. The Authority is subject to transparency requirements which includes the publishing of contracts and details of Supplier payments. Suppliers should be aware that this information is routinely published.
6. Notices
	1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
	2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
	3. Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.
7. Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**Specification**

**1 Service Scope**

 1.1 This Contract will cover the requirements of Burnley Borough Council. Unless otherwise stated by the Authorised Officer all the following clauses will be applicable to this Contract.

 1.2 The Contractor shall work with Burnley Borough Council to further develop the collection, receiving and kennelling of Stray Dogs service.

 1.3 This Contract shall form an agreement and shall be awarded to the successful Contractor.

 1.4 This Contract will comprise of 1 Core Lot ‘in hours’ and ‘out of hours’ Kennelling, providing the following:

Core Lot 1

* + - The kennelling of Stray Dogs
		- The receipt of Stray Dogs brought to the kennels/acceptance point by Council officers, members of the public or the police
		- Return of Stray Dogs to rightful owner

 1.5 In addition to the provision of the above Core Lot the following 2 collection provisional lots.

Provisional Lots 2,3

* + - The Capture of Roaming Dogs and collection of Stray/Secured dogs from within the Borough of Burnley between 9am to 5pm Monday to Friday.
		- The Collection of Stray Secured dogs within the Borough of Burnley between 5pm and 7.30pm Monday to Friday and from 10am to 2pm Saturday Sunday and bank holidays.

**2 Legal Requirements**

 2.1 The Service will comply with the Council’s statutory responsibilities under the following provisions and any other laws enacted during the Contract Period:

* + - The Environmental Protection Act 1990
		- The Dogs Act 1897
		- Control of Dogs Order 1992
		- The Dogs Act 1906 (as amended)
		- Section 27 of the Road Traffic Act 1988
		- Clean Neighbourhood and Environment Act 2005
		- Animal Welfare Act 2007
		- Dangerous Dogs Act 1991
		- General Data Protection Regulation 2018

 2.2 To provide information to the public on dogs held in the kennels and advise about what to do with a Stray Dog by telephone and via a website. Telephone calls to be answered or calls returned within one hour during the times specified within the Pricing Schedules. All Kennelling records to be retained for audit purposes.

 2.3 The establishment shall be licensed under the Animal Boarding Establishments Act 1963 and shall comply with the current licence conditions under that Act and the requirements of the Animal Health Act 1981 and any associated Orders.

 2.4 The Contractor must comply with any existing, new relevant or impending legislation upon implementation, which has a bearing on the requirements of this Contract. The Contractor shall be fully responsible for any costs associated with maintaining compliance throughout the Contract Term.

**3 Kennelling Service**

 3.1 The kennels should preferably be located at an accessible location within a 15 mile radius of postcode BB11 2AP by road, in order to minimise travelling time and transport costs.

 3.2 The Contractors premises shall be open to the general public to report and collect dogs between the hours stated in the Pricing Schedule.

 3.3 The Contractor shall accept all dogs presented within the agreed hours to the appointed kennels by or on behalf of the Council, including but not limited to the Councils Dog Warden, agents and members of the public, during the hours specified in the Pricing Scheduled.

 3.4 The Contractor shall only accept and kennel a Stray Dog if the dog has been found straying within the Borough of Burnley.

 3.5 The Contractor shall accept and kennel a dog which has been surrendered by the owner (disclaimer dogs). Providing the owner resides within the Borough of Burnley.

 3.6 The Contractor shall examine every dog delivered to the kennels as a stray for the presence of a tag, microchip or other means of identification. Any information found must be passed immediately to the Council by phone call and accompanying E-Mail or Council CRM system.

 3.7 Where the Contractor suspects a dog admitted under this Contract to be within the prohibited list (section 1 Dangerous Dog Act 1991) they will inform the Council immediately by phone call and accompanying E-Mail.

3.8 In accordance with section 149(8) of the Environmental Protection Act 1990, the Contractor shall record and notify the Council by E-mail or CRM link the same day with the following for information for each dog received;

* + - Any information contained on collar/tag, or otherwise carried by the dog.
		- Date, time and place of seizure.
		- Details of the seizure notice (if served)
		- Brief description of dog, including breed, colour and any distinctive characteristics or markings, tattoos or scars.
		- Any other details required by Burnley Borough Council for monitoring purposes (CRM Number).

 3.9 Contractor shall keep all detained Stray Dogs safe and secure, and shall ensure their care during the statutory period in accordance with section 149(9) of the Environmental Protection Act 1990 and the provisions of the Animal Welfare Act 2006.

 3.10 Dogs shall be provided with adequate sustenance and care on the premises. Adequate exercise shall be given to all dogs as required.

 3.11 All dogs shall be kennelled separately except bitches with pups.

 3.12 Should any bitch produce offspring whilst in the care. The Council will pay the full daily charge for kennelling the mother whilst the puppies are being weaned. Each puppy produced will be charged at one quarter of the daily kennelling charge.

3.13 The Contractor shall kennel all unclaimed dogs for 7 complete days excluding the date of seizure.

3.14 Persons duly authorised by the Council shall be allowed to inspect the accommodation between the hours of 09:00 and 19.30 without prior notice. Where the premises are to be inspected outside of these hours, the Council will give a minimum of 24 hours’ notice to the Contractor.

 3.15 The Contractor shall ensure that they obtains any special vehicle licence or other licence necessary to allow them to operate any motor vehicle used by them in carrying out their responsibilities under this Agreement

**4 Return of Dog to Owner**

4.1 The Contractor shall return to the owner, or their representative, a dog upon payment of the fees set out in the Councils Pricing Schedule with all fees will be retained by the Kennelling provider.

4.2 Prior to the release of the dog the contractor must undertake due diligence checks to ascertain the identity of the owner.

4.3 Contractor shall record and notify the Council by E-mail or on the Councils CRM System the same day of the address and contact details.

 **5 Rehoming of Dogs**

 5.1 On completion of the seventh day statutory detention period the Contractor shall arrange for re-homing of the dog, all relevant statutory and non-statutory guidance and good practice relating to the welfare of dogs must be followed.

5.2 To assume full responsibility for the safe custody and care of the dogs from that day. This may include transfer to an approved animal charity such as the Dogs Trust or similar.

5.3 In the event that humane destruction and disposal of the dog becomes necessary to arrange for these procedures. This procedure should only be necessary because of a serious medical condition or serious aggressive behaviour.

**6 Vet Services**

6.1 If, on acceptance by the Contractor or during the period of detainment, a seized dog appears to be or becomes sick or injured, the Contractor shall notify the Authorised Officer who may then make any necessary arrangements. Any dog showing signs of disease or distress shall be isolated from other animals in a suitable isolation facility until an appropriate treatment can be determined or administered as necessary.

 6.2 The Contractor shall provide an adequate quarantine area in order to house any infected/diseased Stray Dogs. The quarantine area shall be a totally isolated area away from the healthy animals to reduce the chances of cross infection.

6.3 A Stray Dog shall only be put to sleep before the expiry of the statutory period if it is suffering following consultation with a qualified veterinary surgeon. In such cases it is necessary to obtain a written statement signed by the veterinary surgeon confirming that it was necessary to put the dog to sleep to prevent suffering. It is not necessary for an ailment or injury to be fully diagnosed. The veterinary surgeon need only be satisfied that early destruction is required to prevent suffering.

6.4 If a dog is destined to be put to sleep and the statutory period expires on a weekend or Bank Holiday, it is acceptable where appropriate to detain the dog until the next working day to allow arrangements to be made with a veterinarian, only if the dog is not suffering. Any dogs which need to be transported to a veterinary practice by the Contractor in fulfilment of requirements shall be transported in accordance with the provisions of the Welfare of Animals (Transport) Order 1997.

6.5 Dogs which need to be transported to a veterinarian for the purpose of being put to sleep subsequent to expiry of the statutory period shall be transported by the Contractor.

6.6 No dog shall be destroyed within 7 complete days excluding the date of admittance except upon the explicit advice of the designated veterinary surgeon.

 6.7 The body of any dog so destroyed shall be disposed of in the manner agreed with the appropriate Council Officer. The Council shall pay the costs of such disposal up to the amount set out in the Pricing Schedule.

**7 Record Keeping / Invoicing Requirements.**

 7.1 The Contractor shall record full details of all Stray Dogs kennelled this shall include the number of days kennelled and the associated costs. Any dogs collected by the owner shall be identified along with the costs recovered.

 7.2 The form of this record, which will be submitted to the Council on a monthly basis.

 7.3 In an effort to promote the rehoming of dog the kennelling Contractor shall be permitted to retain all fees charged for the return of the animals to their rightful owners.

 7.4 The Contractor shall keep a register of all dogs kennelled in compliance with the Environmental Protection Act 1990, in a form to be agreed with the appropriate Council Officer, for a minimum period of 3 years. Each dog kennelled must be immediately identifiable to the appropriate register entry.

 7.5 The payment of all kennelling and incidental fees for unclaimed dogs together with any re-homing costs will be the responsibility of the Dog Kennelling Contractor after a period of 7 days from receipt at the kennels.

 7.6 In addition to the monthly report the Dog Kennelling Contractor must provide the Council with an annual report detailing the final disposal of all Stray Dogs to include:

* + - Total Number
		- Number returned to their owner
		- Number Re-homed
		- Number Destroyed

7.7 The Contractor shall invoice the Council on a monthly basis one month in arrears. The Council will pay the set rates defined in the Pricing Schedule. The standard payment terms for the Council are 30 days.

**8 Collections Provisional**

8.1 The Service will comply with the Council’s statutory responsibilities under the following provisions and any other laws enacted during the Contract Period:-

* + - The Environmental Protection Act 1990
		- The Dogs Act 1897
		- Control of Dogs Order 1992
		- The Dogs Act 1906 (as amended)
		- Section 27 of the Road Traffic Act 1988
		- Clean Neighbourhood and Environment Act 2005
		- Animal Welfare Act 2007
		- Dangerous Dogs Act 1991
		- General Data Protection Regulation 2018

 8.2 The Contractor should be available if required, to respond to requests by the Council or their Agents to collect secured or roaming dogs from various locations within the Borough of Burnley during the times specified in the Pricing Schedules.

 8.3 If requested, the Contractor shall be able to carry out the collection of any stray Secured Dog and/or Roaming Dog within one hour of receiving notification from Burnley Borough Council or their Agents.

 8.4 The Contractor must spend a minimum of 25 minutes once on site attempting to locate and capture a stray roaming dog.

 8.5 The Contractor must provide the Council with a phone number on which they can be contacted during the period specified in the Pricing Schedule.

 8.6. The Contractor should ensure that all dogs transported in accordance with the provisions of the Welfare of Animals (Transport) Order 1997.

 8.7 The Contractor is responsible for ensuring that all details are recorded accurately and that this information is passed by E-mail t or CRM to the Council by the end of the working day or at the very least by 10am the following working day. This information is to include the following:

* + - Any information contained on collar/tag, or otherwise carried by the dog.
		- Date, time and place of seizure.
		- Details of the seizure notice (if served)
		- Brief description of dog, including breed, colour and any distinctive characteristics or markings, tattoos or scars.
		- Any other details required by Burnley Borough Council for monitoring purposes (CRM Number).

8.8 The form of this record, which will be submitted to the Council on a monthly basis for payment.

8.9 The Collections Contractor shall invoice the Council on a monthly basis one month in arrears in twelve equal instalments. The Council will pay the set rates defined in the Pricing Schedule for the Collection of Dogs. The standard payment terms for the Council are 30 days.

8.10 The Contractor must comply with any existing, new relevant or impending legislation upon implementation, which has a bearing on the requirements of this Contract. The Contractor shall be fully responsible for any costs associated with maintaining compliance throughout the Contract Term.

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**Pricing Schedule**

Contract Period: 4 years from the 1st of April 2019 to the 1st of April 2023.

This Schedule shows the pricing of the tender to provide Stray Dog Collection and Kennelling Services as detailed in the Specification and other sections of the Invitation to Tender.

The elements are to be priced on the basis of all the Services listed being undertaken by a qualified person, at premises provided by the Contractor in accordance with the Specification.

The number of requests listed in the Tender Documentation, are for information purposes only. The Council reserves the right to increase or decrease the range of Services that may or may not be required during the Contract period.

The costs of any venues used together with materials, equipment, transport, labour, fuel, insurance and any other related costs should be included within the costs for carrying out each Service listed below. All costs should be exclusive of Value Added Tax (VAT). The rates and costs detailed in the Pricing Schedule shall remain fixed for the four years from the commencement of the agreement for the Council.

Tenderers are reminded that no guarantee is given by the Council that they will require any of the Services listed in the Specification. The Contract may be awarded to one or more Contractors. The Council reserve the right not to award the Contract to any Contractor.

Tenders should consult the Instruction to Tenders section for information on how to complete the Pricing Schedules.

All Core and Provisional Lots will be evaluated in isolation and Tenderers are invited to bid for any one Lot or any combination of Lots. These Provisional Lots may or may not be included in the Final Contract at the discretion of Burnley Borough Council.

In an effort to promote the rehoming of Dog the Kennelling Contractor shall be permitted to retain all fees charged for the return of the animals to their rightful owners. These fees are as set out in the table below :

|  |
| --- |
| List of Fees Charges Burnley Council Dog Contract |
| Day 1 | 50 |
| Day 2 | 59 |
| Day 3 | 68 |
| Day 4 | 77 |
| Day 5 | 86 |
| Day 6 | 95 |
| Day 7 | 104 |
| Plus seven days | 104 |

|  |
| --- |
| Core Lot 1 Kennelling of Stray Dogs between 9am and 7.30pm Monday to Friday and 10am to 2pm Saturday, Sunday and Bank Holidays (or those stated in the method statement). |
| Pricing Element Description | Price in Pounds | Insert the reduced Price if Tenderer is awarded Lot 2 or 3 If reduction applicable. | Insert the reduced Price if Tenderer is awarded Lot 2 and 3If reduction applicable. |
| Standard Monthly Charge (to include 100 Kennelling days per month) |  |  |  |
| Daily Rate Per Dog above 100 days per month |  |  |  |
| Destruction Charge |  |  |  |

|  |
| --- |
| Provisional Lot 2 The Capture of Roaming Dogs and collection of Stray/Secured dogs from within the Borough of Burnley between 9am to 5pm Monday to Friday. |
| Pricing Element Description | Price in Pounds | Insert the reduced Price if Tenderer is awarded Lot 1 or 3 If applicable. | Insert the reduced Price if Tenderer is awarded Lot 1 and 3 If applicable. |
| Standard Monthly Charge up to 20 deployments in the month |  |  |  |
| Charge per dog above 20 dogs in the month |  |  |  |

|  |
| --- |
| Provisional Lot 3 The Collection of Stray Secured dogs within the Borough of Burnley between 5pm and 7.30pm Monday to Friday and from 10am to 2pm Saturday Sunday and bank holidays. |
| Pricing Element Description | Price in Pounds | Insert the reduced Price if Tenderer is awarded Lot 1 or 2 If applicable. | Insert the reduced Price if Tenderer is awarded Lot 1 and 2 If applicable. |
| Standard Monthly Charge up to 10 dogs collected in the month |  |  |  |
| Charge per dog above 10 dogs in the month |  |  |  |

**Method Statements**

**Lot 1 Method Statement**

**Provide a Method Statement for the Kennelling of Stray Dogs (Max 1000 Words).**

* How Stray Dogs are to be received from Council staff and finders.
* The location of the proposed facility.
* The hours the service will be offered (must be at least those stated in the specification).
* Holding capacity of holding kennels and contingency plans if this capacity is exceeded.
* Qualifications of staff to be employed in the delivery of this service.
* Details of how your company makes sure it complies with the appropriate Health and Safety Legislation.
* Details of your proposed reporting and communications procedure in relation to this Contract (including how Requests for Service will be received and actioned).
* Details of your proposed rehoming procedure including Destruction Protocol if rehoming is not possible.
* Details of Veterinary Practice associated with
* Any additional information deemed appropriate.

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**Lot 2 Method Statement**

**Provide a Method Statement for the collection of Stray Secured Dogs and capture of Roaming Dogs and subsequent transportation to designated kennels ‘in hours’ Monday to Friday 9am to 5pm (Max 500 Words).**

* The methodology for the collection/capture and transportation of Stray Dogs from to the Designated Kennels.
* Qualifications of staff to be employed in the delivery of this service.
* Details of how your company makes sure it complies with the appropriate Health and Safety legislation.
* Details of your proposed reporting and communications procedure in relation to this Contract (including how Requests for Service will be received and actioned).
* Details of Veterinary practice associated with.
* Any additional information deemed appropriate.

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**Lot 3 Method Statement**

**Provide a Method Statement for the collection of Secured dogs for out of hours including (Max 500 Words).**

* The methodology for the collection and transportation of Secured Stray Dogs from Council staff and finders to the Designated Kennels.
* Qualifications of staff to be employed in the delivery of this service.
* Details of how your company makes sure it complies with the appropriate Health and Safety legislation
* The hours the service will be offered (must be at least those stated in the specification)
* Details of your proposed reporting and communications procedure in relation to this Contract (including how Requests for Service will be received and actioned).
* Details of Veterinary practice associated with
* Any additional information deemed appropriate

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**FORM OF TENDER**

FORM OF TENDER

To: Head of Legal & Democratic Services

Town Hall

Burnley

BB11 9SA

For the Attention of:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

TENDER FOR THECONTRACT

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

* A response to the Tender specification.
* The completed Schedule of Tender Prices.
* A signed Certificate of Non Collusive Tendering and non-Canvassing.

I/We confirm that I/we can supply the Goods and Services as specified in the Invitation to Tender in the Prices in the Schedule of Tender Prices.

I/We confirm that we accept the terms of the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender and any variations to the Standard Terms and Conditions agreed by the Council to execute a formal Contract as requested by the Council and pending such execution to provide Goods and Services in accordance with the terms of any Contract award letter issued by the Council.

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 12 months from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the Contractual obligations contained in the Invitation to Tender and the Contract.

Signed by:

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING**

To: Head of Legal & Democratic Services

Town Hall

Burnley

BB11 9SA

Date:

For the Attention of: Chirs Gay

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any Member, Director, Employee, Representative or Adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any Member, Director, Employee, Representative or Aadviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-Contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

Communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

Enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

Offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed:

Name:

Position:

For and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICES CERTIFICATE THAT THE TENDER IS BONA FIDE**

In recognition of the principle that the essence of selective tendering is that the Council shall receive *bona fide* competitive tenders from all those tendering

We certify that:

* The Tender submitted herewith is a *bona fide* tender intended to be competitive.
* We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
* We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
	+ communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the appropriate amount of the Tender was essential to obtain an insurance premium quotation required for the preparation of the Tender);
	+ enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
	+ offer, pay, give or agree to give any sum of money or valuable consideration directly to any person doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above; and
	+ Directly or indirectly canvassed or solicited any member, officer or employee of the Council concerning the acceptance of any Form of Tender or directly or indirectly obtained or attempted to obtain information from any such employee, member or officer concerning any other Tenderer or Form of Tender submitted by any other Tenderer.
* In this certificate:-
	1. “person” includes any person and anybody or association corporate or incorporate
	2. “Any agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.
* This offer is executed as a Deed by us on the date stated below
* Dated this…………………….. day of………………………………………2014
* (a) Where the Tenderer is an individual:
* EXECUTED AS A DEED BY ) …………………………. ) ………………………….
* ………………………………… ) *Signature of Tenderer*
* *Name of Tenderer* ) ………………………….
* In the presence of:- ) ………………………….

Witness signature: ……………………………………………

Witness name: ……………………………………………

Witness address: ……………………………………………

……………………………………………

Witness occupation: ……………………………………………

* (b) Where the Tenderer is a partnership:
* EXECUTED AS A DEED BY ) …………………………. ) ………………………….
* *Name of Partner* ) ………………………….
* For and on behalf of ) ………………………….
* ) ………………………….
* *Signature of Partner*
* *Name of Partnership* ) ………………………….
* Under a power of attorney dated ) ………………………….
* ) ………………………….
* …………………………………… ) ………………………….
* *Date* ) ………………………….
* In the presence of:- ) ………………………….

Witness signature: ……………………………………………

Witness name: ……………………………………………

Witness address: ……………………………………………

……………………………………………

Witness occupation: ……………………………………………

* (c) Where Tenderer is a Company:
* EXECUTED AS A DEED BY ) ………………………….
* ) ………………………….
* ………………………………… )
* *Name of Company* ) ………………………….
* Acting by:- ) ………………………….

Director …………………………………………………

Director / Company Secretary …………………………………………………

**Kennel Insurance Certificate**

**Tender Checklist**

**Provision of Stray Dog Services Burnley Borough Council Tender Submissions Checklist**

|  |  |
| --- | --- |
| Document Checklist 2 copies  | Please Tick Enclosed |
| Copy of Insurance Documentation |   |
| Completed Pricing Schedule  |   |
| Completed Method Statements |   |
| Agreement of Insurances |   |
| Official Form of Tender |   |
| Non Collusion Certificate |   |
| Certificate that the Tender is Bona Fide |   |

The Document listed above must be completed in full, in accordance with the instructions to Tenders and returned in a plain envelope to:

‘ **Dog Service Contract 2019 to 2023'**

 **Head of Legal & Democratic Services**

**Town Hall**

**Burnley**

**BB11 9JA**

**NOT LATER THAN 15.00 ON 01/02/2019**

Any tender received after this date and time and not in the manner prescribed will not be considered.

1. [↑](#footnote-ref-1)