

Sevenoaks District Council

invitation to TENDER (‘ITT’)

for

THE SUPPLY OF:

**Stray dog kennelling services**

**Reference: SDC**

DATE: 07 April 2022

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# SEVENOAKS DISTRICT COUNCIL

## Invitation to Tender for the Supply of STRAY DOG KENNELLING SERVICES

## General Information and Instructions for Tendering

### The Council

* 1. The District of Sevenoaks has a population of approximately 117,000 and extends from Swanley in the north to the East Sussex border in the south and from Seal in the east to Westerham in the west.

### Summary of Invitation to Tender

* 1. The District Council of Sevenoaks invites tenders from suitable contractors and suppliers. Tenderers are asked to submit tenders for the supply of stray dog kennelling services. Tenderers may submit for consideration one or more additional tenders based on alternative specifications as well as submitting a compliant tender.
	2. The Contract Term shall be from **01August 2022 to 31 July 2024 (2 years)**, with the option to extend the agreement until **31st July 2026 (2x 1 year extensions)**
	3. The Council’s current estimated annual requirements are:
		1. The provision of a 24hr, 365 days per year reception point/ drop off point for the receipt of stray dogs found within the Sevenoaks District Area.
		2. The provision of a suitable number of kennels (and associated services) to hold all strays found within Sevenoaks District for a period of 7 clear days (or longer as required).
		3. The provision of ‘disposal’ services for stray dogs after the period of 7 clear days (or longer as required)
		4. The provision of an emergency collection service for stray dogs from finders (24hr)
		5. The provision of an emergency return service for stray dogs to their owners (24hrs)
	4. Persons or companies selected to submit tenders are advised to ensure that they are fully familiar with the nature and extent of the obligations required of them.
	5. Tenderers are required to examine the Specification and General Conditions of Contract for the supply and delivery of household waste sacks at the time, place, quantities and tender price as is set out herein or is ascertained in accordance with the tender and General Conditions of Contract.
	6. Should any company, or person, who submits a tender be in doubt as to the interpretation of any part of the tender document, they should submit a question through the Mytenders Portal.

NOTE: There is a deadline for submitting questions which is set as 12:00 noon on 6 May 2022. Any questions raised after this date will not be answered.

* 1. Every tender received by the Council shall be deemed to have been made subject to the terms and conditions of the tender documents unless the Council shall have previously and expressly agreed in writing to the contrary. Any alternative terms and conditions (which must be submitted in a separate form) offered on behalf of the Tenderer shall, if inconsistent with the terms and conditions of the tender documents, be deemed to have been rejected by the Council unless expressly accepted in writing.
	2. No officer, servant, or agent of the Council has authority to vary or waive any part of the tender documents other than the authorised officer nominated by the Council who shall do so only in writing.

### Tender Timetable

* 1. This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.
	2. The key dates for this procurement are currently anticipated to be as follows:

| **Date** | **Stage** |
| --- | --- |
| 07/04/2022 | Procurement Documents made available online. |
| 06/05/2022 | (12 noon) Deadline for **asking** clarification questions |
| 13/05/2022 | Deadline for **answering** clarification questions |
| 06/06/2022 | (12 noon) Deadline for return of Bids  |
| 08/06/2022 | Evaluation of Bids and recommendation for the successful Bid. |
| 11/06/2022 | Completion of the Authority approval and award decision processes. |
| 15/06/2022 | Notify Bidders of award decision |
| 17/06/2022 to 24/06/2022 | Voluntary standstill period  |
| 24/06/2022 | Award of the contract  |
| w/c 04/07/2022 | Contract Meeting |
| 04/07/2022 to 31/07/2022 | Lead in Time/Mobilisation Period |
| 01/08/2022 | Contract Start Date |

### Preparation of Tender

* 1. It is the responsibility of the Tenderers to obtain for themselves, at their own expense, all information necessary for the preparation of their tenders.
	2. Information supplied by the Council (whether in their tender documents or otherwise) is supplied for general guidance in the preparation of the tenders and Tenderers’ must satisfy themselves by their own investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for inaccuracy obtained by Tenderers.
	3. All information supplied by the Council in connection with this invitation to tender shall be regarded as confidential by the Tenderer except such information that may be disclosed for the purpose of obtaining sureties and Tenders necessary for the preparation of the tender.
	4. The tender documents are and shall remain the property of the Council and must be returned upon demand.
	5. Tenders must be submitted for the whole supply as detailed in the Specification and upon the terms set out in the contract. Tenders for part only will be rejected at the Council’s absolute discretion.
	6. The tender should be made on the Forms of Tender incorporated herein. They should be signed by the Tenderer and submitted in the manner and by the date and time stated with:
		1. Standard Selection Questionnaire (SQ)
		2. Anti-Collusion Certificate
		3. Schedule of Commercially Sensitive Information
	7. All documents requiring a signature must be signed;
		1. where the Tenderer is an individual, by that individual;
		2. where the Tenderer is a partnership, by two duly authorised partners;
		3. where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
	8. The successful Tenderer will be required to execute a formal agreement and until execution of that agreement the successful Tenderer will be legally bound to the Council provided the Council have first written and accepted the tender and issued an official order. The Tenderer acknowledges that they will enter into the formal agreement within 14 days of its receipt.

### **Clarification questions**

* 1. During the Tender period, Tenderers are able to submit clarification questions to the Council via the MyTenders Portal. The Portal provides an effective and auditable trail and therefore must be used for all queries and requests for clarification regarding the Procurement. Tenderers' queries will be secure and cannot be seen by any other Tenderers. The Council will publish the questions and the response, in a suitably anonymous form, via the Portal to all Tenderers before the closing date for the receipt of responses.
	2. The Council will endeavour to answer all clarification queries about this ITT, provided that such queries are received by **12:00:00 noon on 06 May 2022.**
	3. Tenderers must clearly indicate, when submitting a question, which (if any) part of its question it views as confidential and applicable only to the Tenderer submitting the question. If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered. Otherwise, both the question and the Council's response will be circulated to all Tenderers.

### Tender Submission

* 1. Tenders (including the SQ) must be fully uploaded on to mytenders no later than **12:00:00 noon on 06 June 2022**.
	2. Your completed Tender can be uploaded onto mytenders electronically – please see the Protocol below for further information on the Portal.
	3. The Council will not consider requests for extension of the closing date and time specified.
	4. The Council may at its own absolute discretion extend the closing date and time specified.
	5. The Tenderer is expected to keep his tender valid for acceptance for a period of 90 days from the date referred to in clause 6.1.
	6. The Council is not obliged to accept the lowest or any tender.
	7. The Council reserves the right to appoint more than one Supplier.
	8. The Tenderer must complete the Questionnaire attached to this Tender and submit it to the Council with the Tender.

### **Mytenders Portal and Communications Protocol**

* 1. Responses must be submitted via Mytenders (the Portal).
	2. Please ensure that all documents are attached as part of your uploaded submission and please bear in mind that larger documents will take longer to upload. The portal accepts all recognised file formats, e.g. Excel, Word, PDF, jpeg. The Portal does have a file size limit and so tenderers may make more than one submission, uploading their documents across multiple submissions.
	3. The Portal is freely accessible to Tenderers and is not subject to any paid membership or other charges. Use of this system does not require the purchase of high specification IT equipment or connections, or high level personal IT skills/capabilities. Tenderers are advised to complete their response in advance of the submission deadline to allow time to request any required guidance. It is the responsibility of Tenderers to ensure they are familiar with the Portal and allow sufficient time for submitting responses.
	4. The Council is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of Tenderers to ensure that the contact information it has entered for its organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this tender exercise may not be received by a Tenderer should its contact information be inaccurate.
	5. If at any stage a Tenderer needs to update its contact information held for its organisation this can be achieved by submitting it via the Portal. The Council is under no obligation to respond/follow up on ‘out of the office’ messages and Tenderers will need to make appropriate arrangements to deal with absences.
	6. For any technical advice or assistance relating to the e-tendering system please see the help page on the Mytenders website (<https://www.mytenders.co.uk/sitehelp/help_main.aspx>) or call them on 0800 222 9006. For any help, please contact the Legal Team by email (legal@sevenoaks.gov.uk) or telephone (01732 227 350).
	7. Any communication or attempt to contact any member of the Council’s staff, Officers or Cabinet members or Councillors other than through the Portal or as otherwise provided for in this Invitation may result in your organisation being disqualified from the Procurement and not considered further.

### SQ Evaluation Process

* 1. SQ responses will be evaluated in accordance with the criteria set out at Schedule 1.
	2. SQ responses will be subject to an initial compliance check to ensure all relevant questions have been answered and all evidence has been included where applicable. Where information is missing, the Tenderer will be rejected and its SQ response not considered further. Before rejecting a Tenderer, the Council may clarify the missing information with a Tenderer to determine whether it is a case of ambiguity (where there is a simple explanation and it can be resolved easily) or an error (where this is a simple clerical error or an obvious material error (i.e. where it is simple, material, serious and manifest/clear)).
	3. Following the initial compliance check, the Council will evaluate the Pass/Fail questions. Where any response has been awarded a "Fail" score, the relevant Tenderer will be rejected and its SQ Response not considered further.

### Tender Evaluation

* 1. The criteria the Council will employ for evaluating the Tender will be based on the quality of the proposed services (60%) and the most economically advantageous (40%).
	2. All tenders received will be evaluated on the information contained in the Tender or obtained by the Council as a direct result of the tender process. Submissions will be competitively assessed and the assessment may take into account the following criteria:
	3. Evaluation Model

Tender responses will be evaluated in accordance with the criteria set out at Appendices 7 and 8.

### Contract

* 1. The Contract Term shall initially be for a period of 2 years from the commencement date but the Council may at its sole discretion extend the contract for a further period of up to 2 years (2 x 1 year extensions) in accordance with the General Conditions of Agreement (“Contract”) hereinafter contained subject to the provisions of the Local Government Act 1988.
	2. The successful Tenderer will be notified by letter and will then be required to enter into the Contract attached at **Schedule 8** with the Council prior to the commencement of goods or service delivery. Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
	3. Subject to the circumstances described in paragraph 10.1 above, the Supplier hereby agrees to supply the goods and services in accordance with this Invitation to Tender, the Specification at the price quoted in the Form of Tender (subject to agreed variation) exclusive of VAT.
	4. If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 2.12 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
	5. The successful Tenderer will be notified by letter and will be required to enter into the Contract attached with the Council prior to the commencement of goods or service delivery.
	6. The following documents shall form part of the Contract between the Council and the successful Tenderer:
		1. General Conditions of Agreement
		2. Specification
		3. Form of Tender
		4. Collusive Tendering Certificate
		5. A list of commercially sensitive information (as completed by the successful Tenderer).

### Warnings and disclaimers

* 1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
	2. If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
	3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.
	4. The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### Fraud, Corruption and Ethical Standards

* 1. The Council is required to maintain an effective internal audit of its activities so that it may tackle fraud and corruption and has a corporate framework to counter fraudulent activity. The prevention of fraud and corruption is therefore a key requirement in any dealings the Council enters into.
	2. The Council will require any contractor appointed as a result of this Tender to work to an ethical standard and comply with the Council’s policies in this regard. Upon request the Council’s Policies upon Fraud and Corruption will be forwarded to you.
	3. Economic Operators should be aware of the contracting authority’s power to exclude them on exercise of their discretionary powers and mandatory powers (see SQ) and that that the Economic Operator is required to sign the Declaration on submission of their tender contained in the SQ.

### Publicity

* 1. No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

### **Confidentiality and Copyright**

* 1. All information supplied in connection with the Tender must be treated as confidential and Tenderers must not, without the prior written consent of the Council, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law or where consultation is required for the preparation of an Tender response and where that communication is on a strictly confidential basis).
	2. Each Tenderer warrants to the Council that no document that it submits as part of its Tender response infringes any intellectual property rights (including without limitation, patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how, confidential information, and any applications for protection of the any of them). The Council reserves the right to retain all Tender responses submitted.
	3. Each Tenderer undertakes to indemnify the Council against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section.

### **Conflicts of interest**

* 1. SDC may exclude any Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Regulation 24 of the Regulations, includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement.
	2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council and provide details of the conflict. Please note that routine pre-market engagement carried out by the Council should not represent a conflict of interest for a Tenderer, provided that the engagement has been carried out in a transparent manner.

### **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

* 1. The Council is a public authority under the Freedom of Information Act 2000 (**FOIA**) and Environmental Information Regulations 2004 (**EIR**). Under FOIA and EIR members of the public or any interested party may make a request for information held by the Council at the time of the request.
	2. The Council will consider the disclosure of any information contained in a Tender response (whether successful or unsuccessful), subject to the exemptions under FOIA or EIR (as appropriate). Tenderers should be aware that attaching a blanket label of "private and confidential" or "commercial in confidence" to a Tender response may not exempt the same from disclosure under FOIA or EIR.
	3. If a Tenderer considers that all or any part of its Tender response and/or any specific information contained therein constitute a “trade secret”, or that information contained therein is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in FOIA or EIR, the Tenderer should:
		1. attach information it considers to be commercially sensitive; and
		2. identify the particular exemption that the Applicant claims applies in the particular circumstances. Applicants should do so in full knowledge of the relevant terms of the Secretary of State’s Code of Practice under Section 45 of FOIA (the **FOIA Code**) and Regulation 16 of EIR (the **EIR Code**), giving advice to public authorities on the handling of requests. This will enable Applicants to make such claims based on reasons that address the requirements of the FOIA Code or the EIR Code (as appropriate). Further information about FOIA, EIR and a copy of the FOIA Code and EIR Code is available from the Information Commissioner's website at: <https://ico.org.uk/for-organisations/guidance-index/freedom-of-information-and-environmental-information-regulations/>
	4. Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption from FOIA or EIR, the Council has complete discretion in deciding whether such documents and/or information should be disclosed under FOIA or EIR.

### Small Business Enterprise and Employment Act 2015

* 1. Applicants are to note that the Council is subject to the Small Business Enterprise and Employment Act 2015 (**SBEEA**). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. The Council is required to assist all investigations and to provide relevant information and/or documents to the Cabinet Office within 30 calendar days of a formal notice. This may require the Council to disclose any information contained in Tender responses.
1. Selection Questionnaire Evaluation Criteria
2. Evaluation criteria
	1. The SQ is made up of a number of questions which are either for information only, Pass/Fail or scored. Each question is categorised below and guidance on the Requirements which SDC is seeking and evaluating SQ Responses against is also provided (where relevant).
	2. This SQ is consistent with the Crown Commercial Service (**CC**S) revised standard Selection Questionnaire as set out in recent Procurement Policy Note: Standard Selection Questionnaire (**SQ**). Applicants are advised to familiarise themselves with the Guidance Notes set out in Annex B of these Note(s).
3. The Evaluation team

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each SQ Response. The evaluation team will comprise officers of SDC with the advice (if appropriate) of their technical and legal consultants.

1. Criteria
	1. For information only:

|  |  |  |
| --- | --- | --- |
| Question | Completed By | Requirements |
| 1.1 – Potential Supplier Information | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors.  | Information only – not evaluated |
| 1.2 – Bidding Model | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors. For groups, the entity which is intended to enter into the Concession Contract (if successful) must be set out at 1.2(a) – (iii), where this is different from the Lead Applicant. SDC will require groups to form a single legal entity ahead of entering into the Concession Contract. Please note actual or proposed shareholding of this entity.  | Information only – not evaluated |
| 1.3 – Declaration | All Applicants on an individual basis must sign its **own declaration**.This will include all members of a group including essential sub-contractors.  | Information only – not evaluated |
| 6.3 & 6.4 – Staff structure | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 6.5 – Accreditations | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors. |  |

* 1. Pass/Fail – please note that where a "Fail" is awarded at any point, this will result in the SQ Response being rejected and not considered further:

|  |  |  |
| --- | --- | --- |
| Question | Completed by | Requirements |
| 2.1 and 2.2 – Mandatory Exclusion Grounds | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors.  | 2.1 - Answering "yes" to any of these grounds will result in your organisation being awarded a "Fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning. 2.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions". |
| 2.3 – Mandatory Exclusion Grounds (tax / social security) | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors.  | Answering "yes" will result in your organisation being awarded a "Fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning. |
| 3.1 and 3.2 – Discretionary Exclusion Grounds | All Applicants on an individual basis.This will include all members of a group including essential sub-contractors.  | 3.1 - Answering "yes" may result in your organisation being awarded a "Fail". SDC will consider the evidence provided (see question 3.2, below) and assess whether the good standing, economic and financial standing and/or technical and/or professional ability of the Applicant is significantly undermined. 3.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions". |
| 4.1 – Economic and Financial Standing (provision of documentation) | The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.Where you are relying on another entity (e.g. your parent company) to Pass the financial threshold, please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c). The Lead Applicant should fill this out on behalf of a group. Where the Lead Applicant is not submitting this information (e.g. another member of the group is being relied on, or a parent company is being relied on), please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c). Information must be provided with SQ Responses. | **Pass**: The Supplier has provided one of the requested documents in order to demonstrate its economic/financial standing**Fail**: The Supplier has failed to provide one of the requested documents in order to demonstrate its economic/financial standing |
| 4.2 – Changes in financial standing | The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.Information must be provided with SQ Responses, as per Question 4.1. | SDC will evaluate the Applicant's financial position under Question 4.1, as updated by the information provided in answers to this Question 4.2 |
| 4.3 – Minimum annual turnover | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)  | The Authority will evaluate the Applicant's financial position under responses provided in Question 4.1**Pass**: The Supplier self-certifies that it has:* turnover at twice the estimated contract value for each of the last two years or
* trading as a provider of comparable goods/services for at least 3 years

**Fail**: The Supplier has answered ‘no’ and/or is unable to self certify or provide evidence that it meets the required minimum levels of economic and financial standing and the above financial tests.The Council reserves the right to request any further information or clarifications as required satisfying any concerns raised as a result of performing the above assessment of economic and financial standing. The Council also reserves the right to reject any Supplier at this time that it believes does not have the financial capacity to fulfil the Contract.The Council reserves the right to use a third party assessment to aid its financial appraisal |
| 5 – Economic and Financial Standing (wider groups) | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable)  | All prospective Suppliers are required to complete this section.**Pass**: The Supplier has completed the relevant questions and confirm that it is either able to provide a parent company guarantee or a guarantee bond if requested by the Council.or that sufficient information is provided in response to question 4 that such a guarantee or bond is not required.**Fail**: The Supplier has failed to answer the questions and/or has not confirmed that it is either able to provide a parent company guarantee or a guarantee bond or that sufficient information is provided in response to question 4 that such a guarantee or bond is not required. |
| 6.1 or 6.2 – Relevant Experience and Contract Examples | Groups are reminded that references can be from any member of the group but are also reminded that, where members which are relied on leave the group, the group will be subject to reassessment in accordance with this SQ.  | This question is designed to assess whether applicants have worked on similar contracts (in terms of subject matter, nature and value) in the last three 3 years. It is not designed to be a summary of specific skills (please see further scored questions below). Please keep details factual and to a minimum. References provided must be willing to confirm the accuracy of the information in writing. A "Fail" will be awarded where an applicant is unable to demonstrate it has worked on contracts of a similar subject matter, nature and value to this contract and that applicant cannot otherwise satisfy SDC in its response to question 6.3 that it nonetheless possesses the relevant technical and professional ability. |
| 7.1 & 7.2– Modern Slavery Act | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | Applicants are reminded that the turnover threshold for the purposes of the Modern Slavery Act 2015 (**MSA**) is £36million per annum. Applicants selecting "N/A" should provide an explanation of why the MSA is not applicable (and supporting evidence if relevant). A "Fail" will be awarded if the Applicant selects "yes" to 7.1 and "no" to question 7.2 (or selects "yes" to question 7.2 but does not provide the URL as requested). |
| 8.1 – Insurances | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable).  | A "Fail" will be awarded where an Applicant does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances. |
| 8.2 – Quality Management | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable). | A “Fail” will not have such certification or equivalent and will not have achieved such qualification by the intended commencement of the contract. |

1. **Standard Selection questionnaire**

**sevenoaks district council – Stray DOG Kennelling Services**

**PROCUREMENT procedure**

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[1]](#footnote-1).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| **Section 1** | **Potential supplier information** |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes [ ] No [ ] N/A [ ]  |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes [ ] No [ ]  |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes [ ] No [ ]  |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[3]](#footnote-3) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.[[4]](#footnote-4)(Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
| **Section 1** | **Bidding model** |
| **Question number** | **Question** | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes [ ] No [ ] If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes [ ] No [ ]  |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| **Section 1** | **Contact details and declaration** |
| **Question number** | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** |
| **Question number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes [ ] No [ ] If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes [ ] No [ ]  |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes [ ] No [ ]  |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |
| --- | --- |
| **Section 3** | **Grounds for discretionary exclusion**  |
|  | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes [ ] No [ ] If Yes please provide details at 3.2Yes [ ] No [ ] If Yes please provide details at 3.2Yes [ ] No [ ] If Yes please provide details at 3.2Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**

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| **Section 4** | **Economic and Financial Standing**  |
|  | **Question** | **Response** |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes [ ] No [ ]  |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes [ ] No [ ]  |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes [ ] No [ ]  |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes [ ] No [ ]  |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes [ ] No [ ]  |

|  |  |
| --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:**  |
| **Name of organisation** |  |
| **Relationship to the Supplier completing these questions** |  |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes [ ] No [ ]  |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes [ ] No [ ]  |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes [ ] No [ ]  |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability**  |
| **6.1** | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3 |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract**  |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |
| **6.3**  | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

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| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes [ ] N/A [ ]  |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes [ ] Please provide the relevant url …No [ ] Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions**  |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer’s (Compulsory) Liability Insurance = £5 millionPublic Liability Insurance = £10 million\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |
| **8.2** | **Quality Management** |
| a. | Please self-certify whether or not you are BS EN ISO 9001:2015 accredited or the equivalent |
| b. | If not please indicate the date on which you will be so certified. |

1. **Specification**
2. **Introduction**
	1. Sevenoaks District Council are inviting quotations to enter into a contract to provide a ‘stray dog kennelling service’ for the Sevenoaks District Council geographical area. A plan showing the geographical contract area that the service will cover is provided for information (Appendix A- Geographical plan of service area).
	2. The contract is for the period from 1st August 2022 to 31st July 2024 with an option to extend for two periods of 12 months (2 x 12 month extensions)
	3. The service will operate every day of the year including weekends and public holidays. Details of set timings required by the partnership are detailed in 1.35 to 1.37
3. **Scope of the Service**
	1. The contractor shall provide a ‘reception point’ (as defined in 4.) for the receipt of stray dogs found by members of the public or which have been seized by a designated officer of the District Council. This reception point shall operate 24hrs a day, 365 days per year.
	2. A stray dog found by a member of the public, is deemed ‘seized’ once it has been received at the reception point.
	3. Once seized, the contractor will be required to kennel a stray for a period of 7 (seven) ‘clear days’ to provide the owner of the stray an opportunity to reclaim the dog. For the avoidance of doubt, the 7 day period is deemed to begin on the 1st full day that the dog is deemed to have been seized (i.e. if a stray is found at 17:00 on Monday the 7 day period will start on the following Tuesday).
	4. The District Council may, at its discretion, occasionally require that a dog is kennelled for more than 7 (seven) days in order to facilitate the return to its owner, to allow necessary veterinary treatment or to allow officers to collect evidence of mistreatment etc.
	5. The contractor shall ensure that they maintain sufficient kennels to house all strays found within the Sevenoaks area as outlined in 2.3 and 2.4 above. Current service statistics are provided in Appendix B- Current service statistics.
	6. After the period of ‘7 clear days’ (or a period extended as per 2.4), the contractor shall assume responsibility, on behalf of Sevenoaks District Council for the ‘disposal’ of any uncollected strays. The District Council’s ‘disposal’ requirements are defined in 8.
	7. The contractor shall provide a ‘collection’ point (as defined in 5) for the owners of stray dogs. The ‘collection’ point shall operate as a minimum: Monday to Friday 09:00 to 17:00, Saturday 09:00 to 17:00 and Sunday 09:00 to 13:00.
	8. The contractor shall nominate a designated kennelling facility, which shall maintain an appropriate licence to operate and be able to demonstrate compliance with all relevant regulations.
	9. The contractor will provide an ‘emergency stray dog collection service’ (as defined in 6).
	10. The contractor shall have the facility to provide appropriate/ necessary veterinary treatment for injured or unwell stray dogs (as defined in 15).
	11. The contractor shall maintain appropriate records to support/ facilitate the stray dog register (14).
	12. The contractor shall have the facility to take payment of all due charges as set by the District Council for the return of a stray dog (including appropriate veterinary charges where applicable) (see 16)
4. **To be provided by the District Council**
	1. The District Council will manage calls regarding found and lost dogs during normal office hours (9.3). During these periods, Council officers will:
		* receive calls regarding lost dogs and found dogs,
		* offer relevant advice,
		* where appropriate, re-unite strays with their owners
		* direct the finders of stray dogs to the designated reception point
		* collect/ seize strays where a customer has no alternative method of taking a stray to the reception point.
		* take payment from dog owners for the return of their stray
		* direct dog owners to the ‘collection point’
	2. The finders of stray dogs will ordinarily encouraged to transport a found stray to the ‘reception point’ (4). However, where a stray dog finder is unable to do so and if / when available, such transport may be undertaken by the Animal Welfare Officer or other designated officer.

* 1. Where a stray dog owner comes forward within office hours, the District Council will normally collect appropriate payment and direct them to the ‘collection point’ to retrieve the dog. The District Council will endeavour to provide the contractor with as much notice as possible that a dog owner will be attending the ‘collection point’.
	2. Outside of normal office hours (3.4), the District Council will receive calls from those who have found a stray and those who have lost dogs. During these periods, Council Officers will:
* Take details of stray dogs found within the district
* Encourage the finder to keep the dog until the next working day
* Where this is not possible, advise the finder of a stray to take it to the ‘reception point’
* Notify the contractor (as required) that a stray dog is being taken to the collection point to enable arrangements to be made for the reception of the dog.
* Take details of lost dogs and their owners
* Where a lost dog is known to have been ‘seized’ by the District Council (2.1 & 2.2), they shall provide details of the ‘collection point’
* Direct owners of lost dogs to contact the contractor during ‘collection point’ opening hours (9.2)
	1. The District Council shall maintain the Stray Dog Register using information collected and provided by the contractor.
	2. The District Council will be responsible for issuing all statutory seizure notices.
	3. The District Council is not in a position to provide the contractor with office accommodation, transport, kennelling facilities or any other necessary equipment.
1. **‘Reception Point’**
	1. The contractor shall maintain a 24hr reception point to which members of the public, Council officers, Kent Police and others can bring stray dogs.
	2. The reception point shall operate 365 days per year
	3. The reception point must be easily accessible and ideally located within the Sevenoaks district area. (Appendix A).
	4. Where a reception point cannot be provided in a suitable location, the District Council will consider a contractor who wished to offer a 24hr stray dog collection service from either a designated location within the district or from a finders home. If a contractor provides a ‘collection’ service, a stray shall be deemed as being seized from the point of collection. The contractor will transport a seized stray directly to the designated kennelling facility without any undue delay and using appropriate transport.
	5. Upon receipt of a dog, and at the earliest opportunity, the contractor shall check for the presence of a microchip or collar and tag. Where either of these are present, the contractor will make reasonable efforts to notify the owner that the District Council is in possession of their dog and that it has been seized as a stray.
	6. The contractor shall record all details obtained from a microchip or collar in accordance with the method specified by the District Council. This information will be entered into databases and cross-referenced against dogs reported as lost.
	7. The contractor shall record a description of all dogs received at its kennels and take appropriate photographs which will be provided to the District Council (15.2). As a minimum, recorded details shall include the breed, sex of the dog, size, colour/ markings, entire/ neutered and location where found.
	8. Where the Contractor has any concerns about the welfare of a dog within their care this shall be reported to the District Council at the earliest opportunity during normal operational hours.
	9. Where necessary the Contractor shall ensure that appropriate emergency veterinary care is administered to a stray dog. Where extensive veterinary care is required, the contractor will seek authorisation from the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Health Manager prior to treatment taking place.
2. **Collection Point**
	1. The contractor shall allow the owners of stray dogs to reclaim their animals during designated periods specified in 9.2 (collection point times). Outside of these times, a dog owner will only be permitted to reclaim their dog in an emergency and then only with the express permission and prior agreement of the contractor and either the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Health Manager.
	2. The contractor shall maintain a collection point at a location which must be easily accessible to the public and ideally within the Sevenoaks district area (Appendix A).
	3. Where a collection point cannot be provided in a suitable location, the District Council would consider a contractor who wished to offer a dog return service to either a designated collection point or to a dog owners home.
	4. Prior to returning a dog to its owner, the Contractor will undertake reasonable checks to ensure that the owner is bona-fide. These checks shall include:
* A recognised form of photo identification matching details of microchip for the owner (i.e. Passport/ Photo driving license)
* A recognised form of photo identification for the person collecting the stray dog (if not the owner) as above
* Proof of address for the owner/ collector of the dog (utility bill/ council tax bill or similar).
* Where a dog is not microchipped or is microchipped incorrectly, a stray will normally only be returned to its owner following the agreement of an authorised Council officer. However, when this cannot be obtained and an owner is not identified by a microchip, the claimant will be required to produce photographic evidence to demonstrate ownership of the dog.
* Where concerns about the welfare of a stray dog are identified, it shall not be returned to a claimant without authorisation from the Animal Welfare Officer in any circumstances.
	1. The contractor will ensure that prior to reclaiming a stray, the owner of a dog makes full payment of the District Council fees and statutory fine. Fees are set by the District Council on an annual basis and are not negotiable. Payments are required in full at the time of/ prior to collection and there is no part, or retrospective payment system. Payment by cheque is not permitted.
1. **Emergency Collection of Stray Dogs**
	1. The contractor will provide an ‘emergency stray dog collection service’. This shall be available 24hrs a day and be available within 2 hours of a request from an authorised officer of the Council.
	2. Such a service will only be used in the following circumstances:
* emergency collection of strays outside of normal office hours when the finder of a stray cannot reasonably take the dog to the ‘reception point’ or hold the dog until the next normal working day.
* emergency collection of strays during normal office hours when the finder of a stray cannot reasonably take the dog to the ‘reception point’ or hold the dog until the next normal working day and an officer of the District Council is unavailable to undertake the collection.
	1. Emergency collections will only be undertaken following instruction and with the agreement of the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Health Manager.
1. **Emergency Return of Stray Dogs to their owners**
	1. The contractor will provide an ‘emergency stray dog return service’. This shall be available 24hrs a day and be available within 2 hours of a request from an authorised officer of the Council.
	2. Such a service will only be used in the following circumstances:
* Where there is a genuine and verifiable medical or psychological need for a dog to be urgently retuned to its owner.
* Where returning a dog outside of normal collection periods is beneficial for the operation of the service (i.e. where a dog owner is reasonably unable to attend the collection point and the return cannot wait until the next normal working day)
* When deemed appropriate by the Environmental Health Manager.
	1. Emergency collections will only be undertaken following instruction and with the agreement of the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Health Manager.
1. **Disposal of Uncollected Strays**
	1. The contractor will be responsible for the ‘disposal’ of stray dogs as defined by s 149 of the Environmental Protection Act 1990.
	2. At the end of the 7 day period (or as extended by 2.4) the contractor will become responsible for any costs associated with the kennelling of the stray dog.
	3. The contractor will operate a non-destruct policy and ensure that stray dogs are appropriately re-homed either directly by themselves or via charity partners.
	4. The contractor shall ensure that strays are suitably and sustainably re-homed. The District Council expects the following:
* Re-homed dogs are microchipped and relevant databases are updated with details of the new owner.
* Dogs are not re-homed into the area where they were found (unless express permission is given by the District Council)
* A check takes place to assess the suitability of the new owners (home check or similar).
1. **Contract Operating Hours**
	1. The contractor will provide a ‘reception point’ for the receipt of stray dogs which will operate 24hrs a day 365 days per year (i.e. always available throughout the duration of the contract).
	2. The contractor will provide a ‘collection point’ (for the collection of lost dogs by their owner) which will as a minimum operate during the following hours:
* 09:00 to 17:00 Monday to Saturday
* 09:00 to 12:00 Sundays & Public Holidays
* No opening required on 25th/26th December (Christmas Day & Boxing Day) and 1st January (New Year’s Day)
	1. The District Council’s operating hours are:
* 09:00 to 17:00 Monday to Friday
* No operation on Public Holidays, Weekends and designated concessionary days (normally 1 day at Christmas to be determined in advance each year).
1. **Limits of the Service**
	1. The contractor shall only accept receipt of dogs found within the Sevenoaks district area (Appendix A) and those which are designated legally as strays, unless by prior instruction from an authorised officer of the District Council.
	2. The contractor shall only collect a stray dog if the dog is restrained by a member of the public or the Police Authority.
	3. The contractor is not entitled to provide any discount on the fees and charges specified by the District Council nor can they accept part payment.
2. **Staff Competency**
	1. An adequate number of trained staff shall be available at all times to carry out the duties required safely and to a satisfactory level.
	2. Every person employed by the Contractor in and about the provision of the service shall have received suitable and sufficient training and instruction with regards the following:
		* + To the task that person has to perform
			+ All relevant provisions of the contract
			+ Relevant rules, procedures, and standards of the Sevenoaks District Council
			+ All relevant rules, procedures and statutory requirements concerning health and safety
			+ Fire risk and precautions
			+ The necessity to provide a high level of customer service and to be sympathetic, courteous and considerate to the public in order to promote and enhance the District Council’s reputation.
	3. The Contractor shall have a program of staff development and refresher training appropriate to the number of staff employed.
	4. A record of each individuals training must be maintained and made available for examination when requested.
3. **Kennelling Facilities and Accommodation**
	1. The contractor shall provide such accommodation and facilities as are necessary for the efficient performance of the service and must ensure that any associated costs have been included as appropriate in the quoted prices.
	2. The Contractor is required throughout the term of the contract, to maintain a current licence under the Animal Welfare (Licensing of Activities Involving Animals) England Regulations 2018.
	3. The Contractor will designate the premises to be used for kennelling and shall not be permitted to change this premises without express written permission from the District Council.
	4. All kennels should have access to a suitably sized external run.
	5. The contractor shall ensure that all facilities are well maintained, clean and are suitable for purpose.
	6. Adequate security arrangements shall be maintained within the premises to prevent the escape of dogs from the premises and to deter theft.
	7. The contractor shall ensure members of the public, District Council staff or other visitors are provided with safe access to the facility for the purposes of dropping off or collecting stray dogs. The premises will have appropriate parking available.
	8. The Contractor will comply with any reasonable request from the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Health Manager to make improvements to kennels and facilities for the purposes of safeguarding animal welfare.
	9. The Contractor must ensure that dogs are kept in separate kennels at all times. The only exception to this would be if two dogs are found together and appear to have the same owner. Male dogs shall only ever be placed with females if they are neutered (not entire). Prior to placing two dogs in the same kennel permission must be sought from the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Heath Manager.
4. **Equipment**
	1. The contractor shall provide and maintain in good condition all equipment deemed necessary to deliver this service and normally associated with this service. No equipment will be provided by the District Council
	2. The contractor shall have access to a suitable vehicle for the purposes of emergency dog collection or drop off as required. Such a vehicle should be designed to ensure dogs are moved securely and that animal welfare is maintained.
	3. The contractor shall provide suitable protective clothing for persons delivering the service. Such persons shall at all times be appropriately dressed.
	4. The contractor shall maintain a telephone (mobile & landline) to allow officers from the District Council to be able to contact the kennels at all reasonable times.
	5. The contractor shall have access to a suitable wired, Wi-Fi or mobile data collection to facilitate the paperless upload of documents and forms to the District Council.
	6. The contractor shall have suitable facilities to take card and cash payments (kennelling and statutory fees). The contractor will make suitable arrangements to ensure any payments taken on behalf of the District Council are correctly accounted for.
5. **Animal Welfare and Veterinary Services**
	1. The contractor shall make appropriate arrangements for any veterinary requirements for stray dogs either on their receipt or during the kennelling period. Veterinary costs shall be the responsibility of the District Council, however authorisation must be obtained from the Animal Welfare Officer, Environmental Protection Team Leader or Environmental Health Manager prior to any treatment being undertaken where a single treatment cost exceeds £200.
	2. Dogs needing veterinary care shall be taken to an appropriate veterinary facility as soon as practicable depending on the nature of the injury/ medical need.
	3. The contractor shall provide suitable bedding to be changed three times a week or when soiled. Blankets or a suitable vet bed must be used. The kennels must be kept clean and faeces/ urine cleaned away/removed on a daily basis.
	4. The contractor will provide suitable and adequate meals (to include proprietary dried or tinned dog meat) and ensure that fresh water is available at all times. The amount of food must be proportionate to the size of the dog being kennelled. Where necessary individual diets to be catered for.
	5. The contractor shall provide all stray dogs with at least one 15 minute walk a day or access to a secure open space away from their kennel unit for at least 15 minutes. A record shall be kept of when individual dogs are exercised. Dogs exercised by volunteers shall be taken from and returned to a kennel by trained staff. Departure from this standard can only be made in agreement with the Animal Welfare Officer or following veterinary advice.
	6. The contractor shall, at all reasonable times, allow any Officer from the District Council, accompanied by any persons considered necessary by the District Council, to inspect both the stray dogs and the kennelling facility.
	7. The contractor shall report to the District Council and the local RSPCA Inspectors any person who in his/ her opinion has exerted or is likely to exert cruelty to a dog.
	8. The Contractor shall report to the District Council any dog it suspects is a banned breed of dog.
6. **Record Keeping**
	1. The contractor shall accurately complete and maintain sheets/ records for the stray dogs register on a printed or electronic notice of a format determined by the District Council in respect of stray dogs which come into its care. This format shall not be altered without the specific consent of the District Council. In addition the contractor will maintain and provide such records of all work carried out under this contract as may be required by the District Council.
	2. The Contractor shall take photographs of all stray dogs within 12hrs of receipt and will send these in .jpg (or other agreed format) by email to the District Council.
7. **Collection of Charges**
	1. The Contractor will ensure that prior to a dog owner reclaiming their stray dogs that all required fees have been paid.
	2. The Contractor will have suitable facilities to accept payment (in a format to be agreed with the Sevenoaks District Council). Any payments collected will be appropriately documented and passed, without reduction, to the Sevenoaks District Council either in cash or by electronic payment.
8. **Environment and Sustainability**
	1. The Contractor will ensure that plant, equipment, clothing and vehicles provided in the carrying out of this contract are selected with consideration to their environmental impact.
	2. Contractors shall ensure that vehicles to be used in the carrying out of the contract will whenever possible be electric in order to minimise the pollution impact of vehicle journeys with the District Council area. Where it is not possible or practicable to operate an electric vehicle the contractor shall select the most environmentally efficient available alternative.
	3. The District Council has ambitions to be NetZero by 2030. The contractor shall provide details annually to demonstrate carbon efficiencies made within the preceding 12 months.
9. **Performance**
	1. The Contractor’s performance shall be assessed on a quarterly basis in accordance with the following criteria:
		* Sufficient kennels shall be provided for all dogs seized by Sevenoaks District Council.
		* An ‘emergency collection’ shall take place within 2 (two) hours of a request from an authorised officer of the District Council.
		* The reception point shall be available 24hrs a day , 365 days per year
		* The collection point shall be available within the hours specified in 2.7
		* The contractor shall provide photographs of any dog seized as a stray to the District Council within 12 hours of a dog being received.
		* The contractor shall scan a stray dog immediately upon its receipt and contact any relevant owner as soon as is reasonably practicable )but within 2 hours).
		* The contractor will respond to relevant requests for information (such as Freedom of Information requests) by the District Council within 7 working days.
	2. The contractor shall provide a written report on their performance quarterly detailing adherence with requirements of 18.1.
10. **Contract Monitoring**
	1. The contractor shall have systems in place to report and monitor the quality of the service in accordance with the specification.
	2. The contractor shall report their performance on a monthly basis and no later than the 5th day of the preceding month.
	3. The contractor shall meet with the client as required to discuss service performance and concerns.
	4. The Contractor must refer, as soon as practicable to the District Council any issues that arise which may affect the operation or performance of the contract.
11. **Invoice/ Payment Arrangements**
	1. The Contractor shall submit fully itemised invoices by the 7th working day of the subsequent month for processing and payment.
	2. Payment will be made monthly in arrears. The District Council works to 30 day payment terms.
12. **Legal Requirements**
	1. The contractor will ensure that the service complies with the District Council’s current and future statutory responsibilities under the following provisions:
* The Environmental Protection Act 1990
* The Environmental Protection (Stray Dogs) Regulations 1992
* Control of Dogs Order 1992
* Data Protection Act 2018
* Environmental Information Regulations 2004
* Freedom of Information Act 2000
* Dogs Act 1871
* s27 of the Road Traffic Act 1988
* Animal Welfare Act 2006
* Animal Welfare (Licensing of Activities Involving Animals) England Regulations 2018

and all other legislation, regulations or orders relating to dogs which are implemented throughout the contract term, for which the Contractors must make due provision.

* 1. The contractor will provide reasonable assistance to officers from the District Council to investigate complaints about the service or to provide information as may be requested on service performance or statistics.
1. **Data Protection/ GDPR & Personal Information**
	1. This contract involves the processing of personal data. The GDPR specifies that any processing of personal data, by a data processor, should be governed by a contract with certain provisions included. We expect that all suppliers manage their own costs in relation to compliance.
	2. Processing by the supplier:

|  |  |
| --- | --- |
| THE SUBJECT MATTER | The contractor shall maintain a record of those who have found stray dogs within the Sevenoaks District area and have brought them to the designated reception point.The contractor shall maintain a record of those who have claimed and collected stray dogs from the designated collection point.The contractor shall maintain a record of owner details obtained from stray dog microchips. |
| NATURE OF PROCESSING | The contract shall maintain a record of all transactions in relation to stray dogs. The format of this record will be determined by the District Council. The contractor will provide an original copy of this record to the District Council (format to be determined) and will maintain a copy until such time as data processing is complete (i.e. dog has left kennels). When the contractor receives a stray dog, they shall record the name of the finder, a contact number, the location in which the dog was found and a description. (a copy of this information shall be provided to the District Council).The contractor shall make reasonable attempts to establish ownership of the stray dog including checking microchip details against national databases and any identifying collar or tags. Where obtained the personal details of the owner(s) shall be recorded (a copy of this information shall be provided to the District Council).When a dog is claimed/ sold/ transferred or destroyed; the contractor shall obtain details of the person claiming the dog/ the transferee/ or the person authorising destruction (name, address and telephone number). A signature for this individual will also be collected. |
| PURPOSE OF PROCESSING | Statutory requirement for Council to record details of dogs found within its area and record details of those claiming strays |
| DURATION OF THE PROCESSING –  | 01/08/2022 to 31/07/2024 with the option to extend for 2x 1 year periods |
| TYPES OF NON-SENSITIVE PERSONAL DATA | Names, Addresses, telephone numbers, signatures  |
| TYPES OF SENSITIVE PERSONAL DATA | N/A |
| CATEGORIES OF DATA SUBJECT (current, past or prospective Data Subjects) | Members of the public (stray dog finder, stray dog owner, person claiming the dog)Animal Charities / Dog Fosterers/ New ownersVeterinary Practitioners/ District Council Staff. |
| PLAN FOR RETURN AND DESTRUCTION OF THE DATA once the processing is complete | Contractor to hold a copy of the information within the format determined by the District Council for a period of 1 month after which it shall be destroyed such that it is irretrievable. The District Council shall maintain a copy of data collected in accordance with its Information Asset Register |

1. **Alternate model of stray dog kennelling service**
	1. Whilst the District Council wishes to operate to the model outlined in this quotation document we would be willing to consider alternate methods of operating the contract not outlined above subject to the contractor being able to provide a service which meets the statutory duties
2. **Current Service Statistics**

|  | 2016/2017 | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 | 2021/2022 |
| --- | --- | --- | --- | --- | --- | --- |
| Total Number of stray dogs kennelled by service | 184 | 124 | 130 | 87 | 45 | 49 |
| Total number of dogs rehomed by Sevenoaks District Council | 90 | 63 | 89 | 49 | 21 | 36 |
| Total number of dogs put to sleep | 0 | 0 | 0 | 0 | 0 | 0 |
| Emergency dog collections undertaken by Contractor  | N/A | N/A | N/A | N/A | N/A | 6 |
| Number of dogs requiring emergency veterinary treatment (organised by Contractor) | N/A | N/A | N/A | 1 | 0 | 1 |

1. Form of Tender – Tender Certificate

|  |
| --- |
| FORM OF TENDER: Tender Certificate |
| TO: Sevenoaks District Council |
| PROVISION OF: Stray Dog Kennelling Services |
| 1. Having examined the Specification and General Conditions of Agreement along with other documents for the STRAY DOG KENNELLING SERVICES set out in the Invitation to Tender, we offer to provide the service in conformity with the said General Conditions of Agreement and Specification at the prices specified below inclusive of all discounts and charges relating thereto hereinafter called the Tender Price, or such other sum as may be ascertained in accordance with the said General Conditions of Agreement.
2. We undertake that the Tender Price shall be a firm price, provided that our tender is accepted within 90 days of the date hereof.
3. If this offer is accepted, we will execute such documents in the form of the Agreement within 30 days of being called on to do so.
4. We agree that should any error in arithmetic be discovered before acceptance of Tender, such errors may be corrected and the appropriate adjustments made.
5. We undertake to commence the service immediately upon the Council giving their written authority to commence work and it is agreed that time is of the essence.
6. We hereby declare:

6.1 that we are not parties to any scheme or arrangements under which:6.1.1 we communicate the amount of our Tender to any person or body before the contract is let;6.1.2 any other tenderer for the works the subject of our Tender is reimbursed as part of his tendering cost;6.1.3 our Tender Prices are adjusted by reference directly or indirectly to the prices of any other tenderer for the works6.2 that no provision is made in our Tender Price for any reimbursement or adjustment of any contribution thereto.1. We understand that you are not bound to accept the lowest or any Tender you may receive.
2. We agree that you may accept our Tender in whole or in part.
3. We understand that, if our Tender is accepted in whole or in part, the Council does not bind itself to purchase a specific number of goods in any given year.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your acceptance thereof in writing shall constitute a binding contract between us. Thereafter the terms and conditions of the General Conditions of Agreement shall apply.
 |
| 12. Tender Prices:The Applicant should complete Schedule 8 and submit this as part of the Tender |
|  | FORM COMPLETED BY |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. Collusive Tendering Certificate

|  |
| --- |
| Declaration |
| We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts: -(a) Communicate to any person the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;(b) Enter into any agreement or arrangement with any other person that he or she shall refrain from tendering or as to the amount of any Tender to be submitted;(c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.**By completing this declaration you are agreeing with the statement above** |
|  | **FORM COMPLETED BY** |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. Commercially Sensitive Information

I declare that I wish the following information to be designated as commercially sensitive.

|  |
| --- |
|      |

The reason(s) it is considered that this information should be exempt under FOIA is:

|  |
| --- |
|      |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

|  |
| --- |
|      |

|  |  |
| --- | --- |
|  | **FORM COMPLETED BY** |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. **EVALUATION OF QUALITY**
2. **Yes/ No Questions**

You must be able to answer YES to each of the following questions AND have provided associated evidence to be able to move to the second part of the quotation.

|  |  |  |
| --- | --- | --- |
| **Question** | **Yes/ No** | **Further Comments** |
| The contract must start on **1st August 2022**. Please confirm that you are able to meet this contract start date? | Yes/ No | Failure to be able to start on this date will render your submission non-compliant |
| Confirmation is required that the kennelling facility has been issued a current licence under the Animal Welfare (Licensing of Animal Activities) (England) Regulations 2018 | Yes/ No | A copy of the current licence must be provided with your submission.5.3 |
| Are you able to provide a 24hr reception point for stray dogs as outlined in 1.21 to 1.25 | Yes/ No | This is a statutory requirement in law |
| Will the kennels be suitably staffed 365 days of the year in order to carry out the provisions of the contract | Yes/ No | This is a statutory requirement in law |

Please confirm the name of the local authority and contact details for the relevant department or office which have issued you with your current licence.

|  |
| --- |
|  |

Please confirm the date of the last inspection undertaken by the relevant Local Authority

|  |
| --- |
|  |

1. **Evaluation of Quality**
	1. The quality of the service offered (weighted at 60%), will be made up of the following factors:
		1. Quality of processes and procedures proposed for the operation of the contract. -31.2% (Q5, 8, 9, 10, 11, 12, 13)
		2. Accessibility of proposed kennels (including convenience of location) for officers from Environmental Health, finders of stray dogs within Sevenoaks district and dog owners- 16.8% (Q1, 2, 3)
		3. Technical competency of those carrying out the contract- 4.8% (Q6, 7)
		4. The ‘star rating’ of the designated kennelling activity as awarded by the local authority-4.8% (Q4)
		5. Measures to minimise the Environmental Impact of the contract- 2.4% (Q14)

|  | Question | Guidance | Scoring Matrix | Maximum Score per component | Weighting | Points | % of score |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 1 | How accessible is your proposed kennels to officers from Sevenoaks District Council? | The District Council consider that it is beneficial if officers can easily access the proposed holding kennels in order to facilitate the operation of the stray dog service. Consideration will be given to the proximity of the kennels to Sevenoaks District Council offices, road links between these offices and the kennels and provisions for access including (parking/ times and any proposed restrictions).  | 1 | 10 | 2 | 20 | 4.8% |
| 2 | How accessible is the proposed dog reception point for the finders of dogs within the Sevenoaks District Council area? | The District Council will consider how accessible the Contractor’s proposed arrangements for the reception of stray dogs will be for residents of Sevenoaks District Council.  | 1 | 10 | 3 | 30 | 7.2% |
| 3 | How accessible is the proposed dog collection point for the owners of stray dogs within the Sevenoaks District Council area? | The District Council will consider how accessible the Contractor’s proposed arrangements for the collection of stray dogs will be for residents. | 1 | 10 | 2 | 20 | 4.8% |
| 4 | What ‘star rating’ has your premises been awarded by the local authority? | This is the rating awarded to your establishment under the Animal Welfare (Licensing of Activities Involving Animals) England Regulations 2018. Evidence or rating must be provided.  | 2 | 10 | 2 | 20 | 4.8% |
| 5 | What are your processes and procedures for maintaining the welfare of stray dogs within your care? | See 1.59 to 1.66 and 1.45 to 1.53 for minimum requirements. Details of any service enhancements which will benefit the welfare of stray dogs within the Contractors care should be provided | 1 | 10 | 3 | 30 | 7.2% |
| 6 | What experience do you have of operating a similar service? | Please provide details and references where available to demonstrate experience undertaking similar work | 1 | 10 | 1 | 10 | 2.4% |
| 7 | What training has been undertaken by staff who will carry out the requirements of this contract? How will competency be maintained? | See 1.41 to 1.44. Existing qualifications held by staff to be used in the carrying out of the contract should be provided (copies of certificates and details of the training content).  | 1 | 10 | 1 | 10 | 2.4% |
| 8 | What are your proposed arrangements and procedures for the reception of stray dogs by finders? | See 1.26 to 1.30. The Contractor should demonstrate how this service will be provided and detail any service enhancements which will benefit either Sevenoaks District Council in its undertaking of the service or customers (stray dog finders and owners). | 1 | 10 | 2 | 20 | 4.8% |
| 9 | What are your proposed arrangements and procedures for the collection of stray dogs by their owners? | See 1.26 to 1.30. The Contractor should demonstrate how this service will be provided and detail any service enhancements which will benefit either Sevenoaks District Council in its undertaking of the service or customers (stray dog finders and owners). | 1 | 10 | 3 | 30 | 7.2% |
| 10 | What are your proposed procedures for the identification and treatment of sick and injured dogs? | The Contractor should demonstrate a high level of care towards stray dogs. There should be robust procedures for the identification of injuries, sickness and welfare concerns.  | 1 | 10 | 2 | 20 | 4.8% |
| 11 | What are your proposed procedures for the transport of stray dogs where necessary including the nature of the vehicle which will be used? | The contractor should detail procedures for the safe transport of stray dogs as necessary. Details of vehicles which are proposed to be used in undertaking the service should be provided. Vehicles should be suitable for the task and ensure the safe transport of dogs. | 1 | 10 | 1 | 10 | 2.4% |
| 12 | What procedures are in place to maintain the service should an emergency arise including staff sickness/ transport breakdown/ fire or flood etc? | The Contractor should be able to demonstrate how continuity of the service will be maintained in emergency circumstances including loss of a vehicle or designated kennelling facilities. | 1 | 10 | 1 | 10 | 2.4% |
| 13 | How will the contractor ensure the security of stray dogs within their care? | The contractor should detail procedure and measures to prevent the theft or unauthorised removal of stray dogs from the designated kennels.  | 1 | 10 | 1 | 10 | 2.4% |
| 14 | What measures will you take to minimise the environmental impact of the service | See 1.74 and 1.75. The Contractor should demonstrate a commitment to environmental sustainability. Ideally, contractors will be able to demonstrate strategies towards becoming carbon neutral and will select equipment, vehicles and methods of delivering the service which will minimise the environmental impact of delivering the service. | 1 | 10 | 1 | 10 | 2.4% |
|  |  |  |  |  | Maximum Score | 250 | 60% |

1. **Scoring Matrix 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1. Points
 | 2 Point | 4- Points | 6- Points | 8-Points | 10 Points |
| Very Poor – either no answer provided or the answer completely fails to demonstrate that any of Sevenoaks District Council’s key requirements in the area being measured will be delivered | Poor – provides only limited assurance that the Sevenoaks District Council’s requirements in the area being measured will be delivered | Barely Adequate - demonstrates how some of the Sevenoaks District Council’s requirements in the area being measured will be delivered so as to provide a basic service that will be reasonably responsive to the needs of residents, Sevenoaks District Council and other stakeholders | Satisfactory – demonstrates how most of the Sevenoaks District Council’s requirements in the area being measured will be delivered so as to provide an acceptable service that will mostly be responsive to the needs of residents, Sevenoaks District Council and other stakeholders | Good – demonstrates how all of the Sevenoaks District Council’s requirements in the area being measured will be delivered so as to provide a good service that will be responsive to the needs of residents, Sevenoaks District Council and other stakeholders | Very Good – demonstrates clearly how all of the Sevenoaks District Council’s requirements in the area being measured will be fully delivered so as to deliver an excellent service that will be highly responsive to the needs of residents, Sevenoaks District Council and other stakeholders |

1. **Scoring Matrix 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 0 Point | 2 Point | 4 Points | 6 Points | 8 Points | 10 Points |
| Not registered with a Local Authority | 1 Star Licence maintained for designated kennels | 2 Star Licence maintained for designated kennels | 3 Star Licence maintained for designated kennels | 4 Star Licence maintained for designated kennels | 5 Star Licence maintained for designated kennels |

1. **EVALUATION OF PRICE**

## Evaluation of Price

* 1. The total anticipated cost of the service offered (weighted at 40%), will be calculated as follows:
		1. The lowest price submitted will receive the full percentage allocation for each section, e.g. ‘price to provide sufficient kennels for the operation of the service (25%) and all other prices submitted will be scored proportionately to the lowest price (as per 2.1)

Example: Lowest price of £1000 is awarded maximum percentage of 2.1. A price submission of £1250 is awarded 20.8% (1000/1250 x 26%). See price schedule for information

## Pricing Schedule

* 1. Price for providing sufficient kennels for the operation of the contract; suitable ‘reception point’, suitable ‘collection point’ and ‘disposal service in accordance with the contract specification. (24hrs per day, 365 days per year). – **26% of pricing score**

|  |
| --- |
| £ (Per Annum) |

* 1. Emergency collection service (from a finders home or specified location) in respect of effectively restrained dogs found within the District Council area (if contractor is not intending to offer collection service in place of designated reception point.) – **10% of pricing score**

Score will be calculated based upon expected demand within each time/ day slot as indicated by service demand over the past three years. Where a standard 24hr collection service is being offered in place of a ‘reception point’ as part of costs indicated in 4.4 the maximum score (10%) will be awarded- please indicate if this is the case.

|  |  |  |
| --- | --- | --- |
| **Day of the Week** | **Time** | **Price for emergency collection** |
| Monday to Friday (non- public holidays) | 08:00 to 18:00 | £ |
| Monday to Friday (non-public holidays) | 18:00 to 00:00 | £ |
| Monday to Friday (non-public holidays) | 00:00 to 08:00 | £ |
| Saturday & Sunday (non- public holidays) | 08:00 to 18:00 | £ |
| Saturday & Sunday (non- public holidays) | 18:00 to 00:00 | £ |
| Saturday & Sunday (non- public holidays) | 00:00 to 08:00 | £ |
| Designated Public Holidays | 08:00 to 18:00 | £ |
| Designated Public Holidays | 18:00 to 00:00 | £ |
| Designated Public Holidays | 00:00 to 08:00 | £ |

* 1. Price for the emergency return (to an owner’s home) of stray dogs. **2% of pricing score**

 Where a return service will be provided in lieu of a collection point, please confirm that returning a stray dog within these hours will be undertaken without charge to Sevenoaks District Council. Score will be calculated based upon expected demand within each time/ day slot as indicated by service demand over the past three years.

| **Day of the Week** | **Time** | **Price for emergency return of a stray dog to its owner** |
| --- | --- | --- |
| Monday to Friday (non- public holidays) | 08:00 to 18:00 | **£** |
| Monday to Friday (non-public holidays) | 18:00 to 00:00 | **£** |
| Monday to Friday (non-public holidays) | 00:00 to 08:00 | **£** |
| Saturday & Sunday (non- public holidays) | 08:00 to 18:00 | **£** |
| Saturday & Sunday (non- public holidays) | 18:00 to 00:00 | **£** |
| Saturday & Sunday (non- public holidays) | 00:00 to 08:00 | **£** |
| Designated Public Holidays | 08:00 to 18:00 | **£** |
| Designated Public Holidays | 18:00 to 00:00 | **£** |
| Designated Public Holidays | 00:00 to 08:00 | **£** |

* 1. Transportation of dog requiring emergency veterinary treatment **2% of pricing score**

Please note that the score will be calculated based upon average price of transport within the periods.

|  |  |  |
| --- | --- | --- |
| **Day of the Week** | **Time** | **Price for the transportation of a dog requiring emergency veterinary treatment** |
| Monday to Friday (non- public holidays) | 08:00 to 18:00 | £ |
| Monday to Friday (non-public holidays) | 18:00 to 00:00 | £ |
| Monday to Friday (non-public holidays) | 00:00 to 08:00 | £ |
| Saturday & Sunday (non- public holidays) | 08:00 to 18:00 | £ |
| Saturday & Sunday (non- public holidays) | 18:00 to 00:00 | £ |
| Saturday & Sunday (non- public holidays) | 00:00 to 08:00 | £ |
| Designated Public Holidays | 08:00 to 18:00 | £ |
| Designated Public Holidays | 18:00 to 00:00 | £ |
| Designated Public Holidays | 00:00 to 08:00 | £ |

* 1. Please indicate the cost of additional services below (if available). This schedule is required for information and contractual purposes but will not be evaluated.

| Service | Price of Service |
| --- | --- |
| Bath | £ |
| Shave | £ |
| Flea treatment | £ |
| Mange bath | £ |
| Other(detail) | £ |

1. **GEneral conditions of Agreement**

AN AGREEMENT made the day of Two Thousand and Twenty Two BETWEEN THE DISTRICT COUNCIL OF SEVENOAKS of Council Offices Argyle Road Sevenoaks Kent TN13 1HG (hereinafter called “the Council”) of the one part and whose registered office is (hereinafter called “the Supplier”) of the other part.

WHEREAS the Council require the Supply of Stray Dog Kennelling Services within the district of Sevenoaks

AND WHEREAS the tender was submitted by the Supplier to the Council and the Council has accepted the said tender

**NOW IT IS HEREBY AGREED** as follows: -

1. **Definitions and Interpretations**
	1. In this Agreement and documents except where the context otherwise requires the following expressions shall have the meanings hereby ascribed to them: -

**“Agreement”**, “**Contract**” and “**contract documents**” shall mean the agreement entered into between the Supplier and the Council embodying the Invitation to Tender and all schedules, the Specification, the submitted Tender and the supplier’s acceptance of the General Conditions of Agreement.

The **“Deputy Chief Executive and Chief Officer – Planning and Regulatory Services”** shall mean the Deputy Chief Executive and Chief Officer – Planning and Regulatory Services for the time being or such representative appointed by the Council to act for such purposes within this Contract.

The “**Contract Standard**” means the supply of services which meet in every respect with the description specification and all relevant provisions of the Contract and where and to the extent that no criteria are stated in the Contract then the Contractor must perform the contract to the standard the Council requirements and such standard is to be to the entire satisfaction of the Deputy Chief Executive and Chief Officer – Planning and Regulatory Services.

“**Contract Sum**” shall mean the sum payable from time to time following by reference to the Pricing Schedule.

“**Contract Term**” means the period from 1 August 2022 to 31 July 2024 or as may be extended by way of notice from the Council for a maximum of two additional years. Such additional periods (3rd and 4th years) to be at the sole discretion of the Council.

“**Council**” shall mean the District Council of Sevenoaks or its Officers or Employer of this Contract.

“**Delivery Site**” means Sevenoaks District Council, Argyle Road, Sevenoaks, TN13 1HG unless otherwise stated in the Specification or in this Contract.

**“Environmental Health Manager”** shall mean the Environmental Health Manager of Sevenoaks Sevenoaks District Council or such representative appointed by the Council to act in the names of the parties hereto for purposes of this Contract.

“**Pricing Schedule**” means the cost per service as set out in Appendix 8 to the Form of Tender attached to the Invitation to Tender and forming part of the contract documents.

“**Specification**” means the requirements as set out in the tender documents (in particular Schedule 3).

“**Supplier**” shall include the Company named in the Tender submission (the Supplier under the Contract) and its employees and agents and persons with its ostensible authority.

* 1. It is hereby agreed and declared that all the provisions of the Invitation to Tender and Specification have been read and construed as one with this Agreement and shall be as binding upon the Supplier and upon the Council as if the same had been repeated herein.
	2. Conditions heading and notes are for ease of reference only and shall not affect construction of the Contract.
	3. A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.
	4. Words importing the masculine gender include the feminine gender words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
1. **Performance**
	1. In consideration of the Supplier hereby agreeing to the execution, carrying out and completing of the Services during the Contract Term (including any extension of the Contract Term) the Council hereby covenants to pay to the Supplier the Contract Sum as calculated by the amount of Services supplied and in accordance with the Pricing Schedule and in accordance with clause 6.
	2. The Contractor shall carry out the supply and delivery in all its aspects as detailed in the Specification to the Council’s satisfaction at the location specified therein and in accordance with the Contract standard
	3. The Contractor shall ensure that the Services are carried out in an efficient, safe and effective manner to the satisfaction of the supervising officer and shall ensure that a high degree of courtesy and consideration is shown to members of the public during the performance of the Services in order to avoid any discredit to the Council’s reputation and in order to promote and enhance the council’s image and reputation generally.
	4. Both the Contractor and their representatives will conduct themselves in a respectful manner befitting of a public servant. This necessitates refusal of any gifts, gratuity, considerations or inducements. Further, the Contractor shall not accept nor permit others delivering this agreement to accept any gratuity, gift or tip during the performance of this contract.
2. **Payments**
	1. ​Where the Supplier submits an invoice to the Council, the Council will consider and verify that invoice in a timely fashion.
	2. ​The Council shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.
	3. ​Where the Council fails to comply with paragraph 1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 2 after a reasonable time has passed.
	4. ​Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
		1. ​provisions having the same effect as clauses 5.1-3 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 clauses 5.1-4 of this Agreement.
		3. in this clause 5.4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Council 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.
3. **Default by the Supplier**
	1. If the Supplier fails to act in a diligent manner in the supply of Services or the quality of the Services provided or fails to supply the Services in the time reasonably requested or in accordance with the Specification or as subsequently agreed with the Council’s representative then the Council may give 7 days’ written notice in which to rectify the default that has occurred or determine the Contract forthwith.
4. **Determination of Agreement**
	1. In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -
		1. The Supplier commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.
		2. The Supplier becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
	2. Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.
	3. The termination or coming to an end of this Agreement shall be without prejudice to any claims for prior breach of this Agreement and all of the Conditions which expressly or impliedly have effect after termination of this Agreement for any reason will continue to be enforceable notwithstanding such termination or coming to an end.
	4. Should this Agreement be terminated for any reason (except for the circumstances of clause 2.5 or clauses 8.5 to 8.7 below) by the Council prior to its intended Contract Term then the Council reserves the right to recover the full costs of the retendering process from the Supplier.
	5. If there is any change to Government Regulation or Statute which materially affects the operation or commercial viability of this Agreement for either party, or a change in the agreement between the Council and Kent County Council which materially affects the Council’s household waste and recycling collection services as they relate to the sacks being supplied, then the parties agree that they will pursue together in good faith all options for an alternative basis of co-operation between them that is mutually beneficial and commercially practicable.
	6. In the event that the Council are required to move away from their current operational practices and an alternative workable solution (in the individual view of the Council) is not agreed the Supplier acknowledges that the Council may upon the happening of such circumstances at any time throughout the Contract Term give three months prior written notice to terminate this contract.
	7. If the Council seeks to terminate the contract through such circumstances as outlined in 8.6 above then any outstanding payments to the supplier shall be determined on a pro-rata basis for the goods supplied based upon the Tender Prices but subject to the provisions of clause 8.3 above but save as to the Contract Term.
5. **Liability for Damage to Persons and Property;**
	1. The Supplier shall be responsible for all damage to property at the Delivery Site and injury to persons animals or things whether the property of the Council or otherwise caused by the negligence of the Supplier’s employees or agents delivering the Goods and shall indemnify the Council against any claims or proceedings in respect thereof and also against any claims or proceedings made at Common Law or under any Act of Parliament by any persons in the employ of the Supplier or a sub-contractor or by any person claiming through such person.
6. **Insurance**
	1. The Supplier shall maintain at its own cost a public liability policy of insurance to cover any liability arising from death or personal injury of any person and or the damage or loss to property arising as a result of the Supplier in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Agreement and to arrange that the cover of that policy is for a minimum sum of 10 million pounds in respect of one incident.
	2. The policy or policies and receipts for premiums shall be produced to the Environmental Health Manager from time to time upon request and in case of failure to do so the Council shall be entitled to insure and deduct the amounts of the premiums for any sums due to the Supplier.
7. **Warranty**
	1. The Supplier warrants to the Council that the Supplier will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a company acting in the capacity of supplying the Services and will comply in all respects with the terms of the General Conditions of Agreement, Specification and all relevant health and safety and relevant British/European standards required on such goods and the Council will be deemed to have relied and to rely upon the exercise of the Supplier’s skill, care and knowledge.
	2. The Supplier warrants that the Supply upon any delivery will comply with the provisions of paragraph above.
8. **Assignment**
	1. The Supplier shall be prohibited from transferring or assigning directly or indirectly to any person or persons whatsoever any portion of this Agreement without the written permission of the Council.
	2. Sub-letting shall be prohibited unless with the written permission of the Council.
9. **Disputes**
	1. Any question or dispute that may arise on this Agreement or as to anything arising therefrom shall be referred to the Environmental Health Manager and in the event that agreement cannot be reached between the Environmental Health Manager and the Supplier such dispute shall be referred to the Deputy Chief Executive and Chief Officer – Planning and Regulatory Services whose decision shall be final and binding on the parties hereto.
10. **Force Majeure**
	1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delay in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).
11. **Bribery and Corrupt Practices**
	1. The Council shall be entitled to cancel this Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Supplier or any other contract with the Council, for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or in relation to any Agreement with the Council the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
	2. The Supplier shall:
		1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
		2. comply with the Councils’ Anti-Corruption and Bribery Policy;
		3. Promptly report to the Council any request or demand which if complied with would amount to a breach of either this Agreement or the Councils’ Anti-Corruption and Bribery Policy;
		4. Ensure that any person associated with it who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.
	3. Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.
12. **Health & Safety**
	1. The Supplier shall comply with the provisions of the Health and Safety at Work Act (1974) and in particular the duties imposed upon all employers to make provision for securing the health, safety and welfare of their employees and to their obligation to conduct their undertaking in a manner which will ensure that any non-employee who may be affected, is not exposed to risk.
	2. The Supplier shall also ensure that all his employees are fully conversant with, and operate under the relevant safety measures which appertain to their particular trades or skills, and that all employees are aware that they themselves have statutory duties under the provisions of the said Act, to take reasonable care of their own health and safety and that of any other person or persons who may be affected by their actions whilst at work and have a duty to co-operate with the Supplier in the exercise and fulfilment of the Supplier's statutory obligations set out in the said Health and Safety at Work Act.
	3. The Supplier shall ensure the continuance of safety at any site at which work is being carried out by him, or on his behalf. This shall include the provision and use of necessary signing and guarding and protection of the public.
	4. If during the performance of the supply the health and safety of any person is endangered then the Supplier shall cease delivery of the Services and take immediate steps to remedy that situation and ensure there is no repetition.
	5. The Supplier shall inform the Environmental Health Manager of all incidents or accidents connected with the Contract and that occur during the performance of the Services.
	6. To comply with statutory requirements, the Supplier must use products, methods of work and protective measures which will minimise risks to the health and safety of the workforce and others affected by the delivery of the supply.
13. **Diversity**
	1. Throughout the duration of this Agreement the Supplier shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing to) shall: discharge their obligations under this Agreement and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.
	2. The Supplier shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Supplier’s policy shall be made available on request by the Council.
	3. If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Supplier the Supplier shall take all necessary steps to prevent recurrence of such unlawful discrimination.
	4. The Supplier will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.
	5. The Supplier’s equal opportunities policy shall be set out in any instructions circulated to those members of the Supplier’s employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Supplier may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.
14. **Freedom of Information**
	1. The Supplier acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Supplier ’s expense) to enable the Council to comply with these information disclosure requirements.
	2. The Supplier shall and shall ensure that any agreed sub-contractors shall: -
		1. Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Client requesting that information; and
		2. Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.
	3. The Council shall be responsible for determining at its absolute discretion whether:-
		1. The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;
		2. The information is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Council.
	4. The Supplier acknowledges that the Council may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-
		1. Without consulting with the Supplier or
		2. Following consultation with the Supplier and having taken its views into account.
	5. The Supplier shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.
15. **Data Protection**
	1. The Supplier acknowledges that for the purpose of the Data Protection Laws it is the Data Processor and the Council is the Data Controller of any Personal Data provided to it by the Council under this Agreement.
	2. The Supplier shall not (and shall ensure that any employee, agent or contractor shall not) Process Personal Data other than on the Council’s documented instructions unless Processing is required by Applicable Laws to which the Supplier is subject, in which case the Supplier shall to the extent permitted by Applicable Laws inform the Council of that legal requirement before the relevant Processing of that Personal Data.
	3. The Council instructs the Supplier to Process Personal Data as reasonably necessary for the provision of the services under this Agreement and Schedule.
	4. The Schedule sets out certain information regarding the Processing of Personal Data as required by article 28(3) of the GDPR. The Council may make reasonable amendments to the Schedule by written notice to the Supplier from time to time as the Council reasonably considers necessary to meet those requirements. Nothing in the Schedule (including as amended pursuant to this clause 1.4) confers any right or imposes any obligation on any Party.
	5. The Supplier shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
	6. The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of this Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality, and that they have undergone adequate training in the use, care, protection and handling of Personal Data.
	7. The Supplier will not employ sub-processors without a written contract and without the written consent of the Council except to the extent agreed or is necessary in accordance with the terms of this Agreement. The terms of the written contract between the Supplier and any sub-processor relating to the protection of Personal Data shall be no less protective than the terms set out in this Agreement. The Council hereby consents to the Personal Data being processed by those sub-processors set out in Schedule.
	8. The Supplier shall remain fully liable for all acts or omissions of any Sub- processor and employees, agents or contractors thereof.
	9. The Supplier shall assist the Council by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Council’s obligations, as reasonably understood by the Council, to respond to requests to exercise Data Subject rights under the Data Protection Laws. The Supplier shall promptly notify the Council if any request is received from a data subject under any Data Protection Law in respect of Personal Data processed on behalf of the Council. The Supplier shall ensure that it does not respond to that request except on the documented instructions of the Council or as required by Applicable Laws, in which case the Supplier shall to the extent permitted by the Applicable Laws inform the Council of that legal requirement before it responds to the request.
	10. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall take appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.
	11. The Supplier shall notify the Council without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data processed under this Agreement, providing the Council with sufficient information to allow the Council to meet any obligations to report or inform Data Subjects of the breach under the Data Protection Laws. The Supplier shall co-operate with the Council and take such reasonable steps as are directed by the Council to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
	12. The Supplier shall provide reasonable assistance to the Council with any Data Protection Impact Assessments, and prior consultations with the Information Commissioner’s Office or other competent data privacy authorities, which the Council reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, the Supplier. Such assistance may, at the discretion of the Council, include (without limitation):-
		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;
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data; and
		5. upon request provide a copy of the record of the processing of any Personal Data it carries out on behalf of the Council including (without limitation) the records specified in Article 30(2) of the GDPR.
	13. The Supplier shall subject to clauses 1.14 and 1.15 promptly and in any event within 30 days of the date of cessation of any Services involving the processing of Personal Data (“Cessation Date”), delete and procure the deletion of all copies of those data.
	14. Subject to clause 1.15 the Council may in their absolute discretion by written notice to the Supplier within 30 days of the Cessation Date require the Supplier to (a) return a complete copy of all Personal Data to the Council by secure file transfer in such format as is reasonably notified by the Council to the Supplier; and (b) delete and procure the deletion of all other copies of the Personal Data. The Supplier shall comply with any such written request within 60 days of the Cessation Date.
	15. The Supplier may retain Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Supplier shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
	16. The Supplier shall upon request provide written certification to the Council that it has fully complied with clauses 1.14 to 1.15 within 70 days of the Cessation Date.
	17. The Supplier shall make available to the Council on request all information necessary to demonstrate compliance with this clause 1 and shall allow for and contribute to audits, including inspections, by the Council or an auditor mandated by the Council in relation to the processing of Personal Data under the Agreement. The Council shall give the Supplier reasonable notice of any audit or inspection to be conducted and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Supplier’s premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.
	18. The Supplier need not give access to its premises for the purposes of such an audit or inspection:
		1. to any individual unless he or she produces reasonable evidence of identity and authority;
		2. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Council have has given notice to the Supplier that this is the case before attendance outside those hours begins; or
		3. for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:
			1. the Council reasonably consider necessary because of genuine concerns as to Supplier’s compliance with this Clause; or
			2. the Council is required or requested to carry out by Data Protection Law, the Information Commissioner’s Office or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where the Council has identified their concerns or the relevant requirement or request in its notice to the Supplier of the audit or inspection.

* 1. The Supplier will not transfer Personal Data which they have obtained through this Agreement to countries outside the UK or the European Economic Area except with the prior written consent of the Council and provided that the following conditions are fulfilled:-
	2. the Council or the Supplier has provided appropriate safeguards in relation to the transfer;
	3. the Data Subject has enforceable rights and effective legal remedies;
	4. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
	5. the Supplier complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
	6. The Supplier shall indemnify and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, loss, penalties, fines, levies, costs and expenses and all loss of profits, business revenue or goodwill (whether direct or indirect) and all consequential or indirect loss howsoever arising out of, in respect of or in connection with, any breach by the Supplier or any of its employees, agents or contractors of this clause.
	7. The Council may, at any time on not less than thirty (30) working days’ advance 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 under Article 43 of the GDPR (which shall apply when incorporated by an attachment to this Agreement).
	8. The Supplier shall comply with guidance issued by the Information Commissioner’s Office. The Council may on not less than thirty (30) working days’ notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Officer and/or any changes to Data Protection Legislation.
	9. In this Clause the terms “**Controller**”, “**Data**”, “**Data Protection Impact Assessment**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**” and “**Processor**”, shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly. The following terms shall have the following meanings:

**“Applicable Laws”** means any applicable Data Protection Laws with respect to any Personal Data in respect of which the Council is subject;

**“Data Protection Laws”** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.;

**“GDPR”** means EU General Data Protection Regulation 2016/679

1. **Conflict**

 In the event that there is conflict between the Contract Conditions and any other document contained herewith the Contract Conditions prevail.

1. **Property Law and Jurisdiction**
	1. This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this Agreement may be brought in any Court of competent jurisdiction in England and in the event that the Supplier is resident outside England its address for service in England shall be the address for such service at the address given in the tender and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Supplier.
2. **Third Party Rights**
	1. Without prejudice to any other right which any third party may have, nothing in this Contract shall confer on any third party any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

**Schedule 1 – DETAILS OF PROCESSING OF PERSONAL DATA**

This Schedule 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement.

2. The nature and purpose of the Processing of Personal Data

The nature and purpose of the Processing of the Personal Data are set out in the Agreement.

3. The types of Personal Data to be Processed

Contact details of owners.

4. The categories of Data Subject to whom the Personal Data relates

Owners of stray dogs.

5. The obligations and rights of the Council

The obligations and rights of the Council are set out in the Agreement.

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

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

Authorised Signatory

Authorised Signatory

SIGNED AS A DEED by

{---------------------------------------------------------------------}

authorised representative in the presence of: -

Director

Director/Secretary

1. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)