

**ROSSENDALE BOROUGH COUNCIL  
INVITATION TO TENDER FOR  
ROSSENDALE STRAY DOGS & KENNELING CONTRACT**

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

<b>ITEM</b>	<b>CONTRACT DETAILS</b>
Contract Description:	<p><b>Rossendale Stray Dogs and Kennelling Contract</b></p> <p>The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.</p>
Quantity:	<b>As detailed in schedule of works</b>
Insurance Requirements:	<b>Employers £10m. Public £5m.</b>
Period of Contract:	<b>Ends 4<sup>th</sup> November 2028. Option to extend to 2030.</b>
Procuring Officer:	<p>Any queries must be addressed to <b>Susan Chadwick (01706) 217777</b>  <a href="mailto:SusanChadwick@rossendalebc.gov.uk">SusanChadwick@rossendalebc.gov.uk</a></p>
Submission instructions:	Full breakdown of tenders must be submitted
Tenders to be sent to:	<p><a href="mailto:tenders@rossendalebc.gov.uk"><b>tenders@rossendalebc.gov.uk</b></a>  <b>Or alternately the tender should be submitted to:</b>  <b>Committee and Member Services (Room 213)</b>  <b>The Business Centre</b>  <b>Futures Park</b>  <b>BACUP</b>  <b>Lancashire</b>  <b>OL13 0BB</b></p>
Date/time for Tender return:	18 <sup>th</sup> October 2024
Packaging:	<p>Tenders must be marked "<b>Tender- Rossendale Stray Dogs and Kennelling Contract Strictly Confidential –Tender to be opened by addressee only</b>" and the packaging must not bear any sign or reference which might indicate the identity of the Tenderer.</p>

**Timetable**

This timetable is indicative only. The Council reserves the right to change it at its discretion.

<b>Stage</b>	<b>Date(s)/time</b>
Submission of Tenders	<b>Friday 18<sup>th</sup> October 2024 at 12.00 noon</b>
Evaluation of Tenders	<b>Monday 21<sup>st</sup> October 2024</b>
Notification of result of evaluation	<b>Friday 25<sup>th</sup> October 2024</b>
Standstill period	<b>10 days to the 4<sup>th</sup> November 2024</b>
Expected date of award of Contract(s)	<b>Monday 4<sup>th</sup> November 2024</b>
<b>Contract</b> commencement	<b>Tuesday 5<sup>th</sup> November 2024</b>

**CHECKLIST FOR TENDERERS**

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

<b>No</b>	<b>Item</b>	<b>Included in Tender Return</b>
1	Form of Tender - 3	
2	Tender Questions - 3	
3	Certificate Of Non-Collusion etc. - 4	

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## **IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those shortlisted to tender (“Tenderers”) to **Rossendale Borough Council** (the “Council”) to for **Rossendale Stray Dogs and Kennelling Contract** (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant Public Contracts Regulations.

The evaluation will be in line with the latest Public Procurement Regulations that apply.

## 1. **BACKGROUND**

1.1 Further details of the Council's needs under the Contract and other relevant information is provided in the Specification at **Schedule 1**.

1.2 If you have any questions or require any clarifications, please contact the Procuring Officer **or the relevant person below**:

**PPU Manager**

**Susan Chadwick, 01706 217777**

**SusanChadwick@rossendalebc.gov.uk**

1.3 Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

1.4 Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.

1.5 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

1.6 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

1.7 Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

1.8 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

## 2. **TENDER SUBMISSION REQUIREMENTS**

2.1 Tenders must be written in the English language.

2.2 Tenders must provide responses referring back to the numbering format as set out in this ITT.

2.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

2.4 The Tender (including price) should remain valid for a minimum period of 90 days.

2.5 The Tender must not be qualified in any way.

- 2.6 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.7 Your full registered business/name and main office address must also be provided on all documents.
- 2.8 In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer **no later than 4 calendar days before the submission date for the Tender** to enable any technical queries to be investigated and resolved.

### 3. **CONTRACT DOCUMENTS**

- 3.1 Any resulting Contract will consist of the Contract Particulars (to be completed), the Standard Terms and Conditions, the Special Terms and Conditions (all as set out in Schedule 2) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 3.3 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

### 4. **TENDER EVALUATION AND AWARD CRITERIA**

- 4.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 4.3 Tenders will be evaluated against the award criteria set out below.
- 4.4 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 4.5 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.
- 4.6 Tenders will be evaluated to determine the **most economically advantageous Tender** taking into consideration the following award criteria:

	<p><b><i>Tenders will be evaluated on -:</i></b></p> <p><b><i>30% Price</i></b> <b><i>70% Tender Questions</i></b></p>	
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**Rossendale Borough Council**

**Rossendale Stray Dogs & Kennelling Contract**

**CONTRACT PARTICULARS**

<b>Contract Title</b>	<b>Rossendale Stray Dogs and Kennelling Contract</b>
<b>Council</b>	<b>Rossendale Borough Council</b>
<b>Contractor</b>	
<b>Commencement Date</b>	<b>5<sup>th</sup> November 2024</b>
<b>Contract Period (including option to extend)</b>	<b>5<sup>th</sup> November 2024 – 4<sup>th</sup> November 2028 With option of extension to 4<sup>th</sup> November 2030</b>
<b>Services/Goods/Works</b>	<b>Services</b>
<b>Specification/Description</b>	<b>Please see attached specification</b>
<b>Address for Notice</b>	<b>Council Contact: Miss Susan Chadwick Public Protection Unit Rossendale Borough Council The Business Centre Futures Park Bacup OL13 0BB</b>
<b>Price</b>	<b>see attached Form of Tender</b>
<b>Council Authorised Officers</b>	



Name	Position	Contact Details
Susan Chadwick	Public Protection Manager	<a href="mailto:susanchadwick@rossendalebc.gov.uk">susanchadwick@rossendalebc.gov.uk</a>
Andy Taylor	Head of Environmental Services	<a href="mailto:andrewtaylor@rossendalebc.gov.uk">andrewtaylor@rossendalebc.gov.uk</a>

Contract Manager		
Name	Contact Details	
Contractor Key Personnel		
Name	Position	Contact Details

Insurance	
Insurance type:	Minimum level
Employer's Liability Insurance	£10 million
Public Liability Insurance	£5 million

## Rossendale Borough Council

### **Rossendale Stray Dogs and Kennelling Contract**

#### **SPECIFICATION**

- 1.1 The Contractor shall from the Commencement Date establish and operate a dog kennelling and collection service on the terms and conditions set out herein.
- 1.2 The Contractor shall provide and maintain suitable kennelling facilities at the agreed site, or such other site as may from time to time be agreed. The agreed site shall have all necessary planning permissions, hold a valid licence for the kennels under the provisions of the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and be so constructed and operated in such a manner as to minimise the risk of noise or other nuisance to neighbouring properties.
- 1.3 The Contractor shall collect on behalf of the Authorities or accept dogs from each Councils' Designated Control Officers as follows:
  - a) From 09.00hrs until 19.00hrs, Monday to Friday, except Bank Holidays and from 10.00hrs to 15.00hrs on Saturday, Sunday and Bank Holidays. A member of staff must be present to collect, receive and detain stray dogs and to sign the relevant documentation.
  - b) From 09.00hrs until 19.00hrs, Monday to Friday, inclusive of Bank Holidays and from 10.00hrs to 15.00hrs on Saturday, Sunday and Bank Holidays a member of staff should be on call and able to respond to calls to collect and kennel detained dogs.
  - c) At all other times access to the premises, and appropriate kennelling facilities, must be available to the Council's Designated Officers so that dogs can be left in secure conditions if no staff be present.
  - d) Where any member of the public delivers a stray dog to the kennels during the times specified above, the dog shall be treated as if it had been delivered by the Council's Designated Officer.
  - e) An adequate secure unloading area must be provided for all vehicles delivering dogs to the kennels.
  - f) Suitably trained and qualified staff must be in attendance at the time of delivery in order to carry out welfare checks and safely detain any dog delivered.
- 1.4 From 09.00 hrs until 19.00 hrs, Monday to Friday, except Bank Holidays and from 10.00hrs to 15.00hrs Saturday, Sunday and Bank Holidays

- a) A dedicated telephone must be attended to and answered for members of the public to make arrangements to bring dogs to the kennels by prior arrangement with the Authorities Designated Officer
  - b) A dedicated telephone must be attended to and answered allowing the Council's Designated Officer to make arrangements for detained dogs to be collected for kennelling.
- 1.5 Following prior arrangements made by a member of the public, Police, one of the Councils' Officers or their representative, the Contractor shall collect, receive and detain stray dogs from such person and operate an 'acceptance point and service' during the period –
- From 09.00 hrs until 19.00 hrs, Monday to Friday, except Bank Holidays
  - and from 10.00hrs to 15.00hrs Saturday, Sunday and Bank Holidays

A member of staff must be present to collect, receive and detain stray dogs at the above times and to sign the relevant documentation.

Where any member of the public delivers a stray dog to the kennels during the times specified at above all relevant documentation must be completed and given to the relevant Authority's Designated Officers on the next occasion that he/she visits the premises.

- 1.6 The Contractor shall provide a collection service for stray dogs reported by members of the public to the Councils' Out of Hours console between the following period:
- From 09.00 hrs. until 19.00 hrs, Monday to Friday, except Bank Holidays.
  - and from 10.00hrs to 15.00hrs Saturday, Sunday and Bank Holidays.
  - These collections will be for charged as per the pricing schedule.
- 1.7 The Contractor shall examine every dog delivered to the kennels as a stray for the presence of a tag, microchip or other means of identification. Any information found must be passed immediately to the Authority's Designated Officer
- 1.8 Any suspected banned breed dog must be checked for banned breed status by a trained member of staff within a maximum period of 24 hours of arrival at the kennels and in any case prior to the dog leaving the kennel. If identified as a banned breed/type take appropriate action by informing the Authority's supervising officer as soon as possible and inform the Police if an owner is known or becomes known.
- 1.9 All dogs shall be boarded in individual kennels (except bitches with pups) in a separate area from privately boarded dogs, and provided with adequate food and water.

1.10 The kennel units shall be inspected and approved prior to commencement of any contract by the Council's Authorised Officer to ensure compliance with licensing conditions as attached to licences issued under The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 which authorise the boarding of dogs in kennels. The kennel units shall be maintained to the minimum standards throughout the term of the contract and may be maintained to the higher standards.

1.11 Where any dog is suspected of suffering from any illness or injury requiring treatment, the Contractor shall place the animal in an isolation unit (where appropriate) and seek veterinary attention by either:

- i) transporting the dog to the registered veterinary surgeon at the Contractor's own expense
- ii) in the case of emergency only, calling out the registered veterinary surgeon.

In the circumstances outlined at clause 12(i) and 12(ii) above, the cost of treatments will be borne by the Council, however the cost of any other items recommended by the vet e.g. sterilisation of kennel units etc. shall be the responsibility of the Contractor.

1.12 The Contractor shall kennel all unclaimed dogs for 7 complete days excluding the date of seizure or, where Notice has been served on the owner, for 7 complete days excluding the day of service of such Notice.

1.13 The Contractor shall keep a register of all dogs kennelled, in a form to be agreed with the Council's Authorised Officer, for a minimum period of 6 years. Details must include outcomes, vet visit details and statistical returns relating to numbers, kennel days and outcome. Each dog kennelled must be immediately identifiable to the appropriate register entry. The information must be available on request of the Authorised Officer.

1.14 The kennels shall be open to the public during the hours specified at 1.3.a) above for the identification and collection of dogs.

1.15. The Contractor shall return to the owner, or their representative, a dog upon payment of:-

- (i) The appropriate kennelling fees in accordance with clause 17 below, and  
EITHER
- (ii) fees as are determined by the Council from time to time.  
OR
- (iii) Upon production of completed Dog Control Agreement form countersigned by the Council's Authorised Officer.

No reduction in the fees determined by the Council shall be offered by the Contractor without the prior agreement of the Council's Authorised Officer. Fees will be collected from the Public by cash.

## **2. PAYMENT PROVISIONS**

- 2.1 Upon reclaiming a stray dog the kennelling fees and charges made by the Contractor to an owner, or his representative, shall be those in the Pricing Schedule. In any case the fees and charges shall be no greater than those levied to private animal boarders.
- 2.2 If a stray dog is reclaimed under clause 2.1 no charge shall be made to any Council by the Contractor.
- 2.3 Where any dog remains unclaimed at the expiry of seven complete days, the contractor shall dispose of the dog as follows:-
- 2.4 By selling or giving it to a person who will properly care for it. The Contractor shall make reasonable enquiry of any such person to assure himself that the dog will be properly cared for. If a dog is sold, the price at which it is sold not to be greater than a standard administrative fee, plus a nightly charge multiplied by the number of nights for which the dog has been boarded, as agreed with the appropriate Authority's Officer. In any event where a dog is re-homed as above, the Council will not be liable for any costs in relation to the boarding of the dog, other than essential veterinary fees.
- 2.5 By selling or giving it to an establishment for the reception or care of stray dogs approved by the appropriate Authority's Officer. Where any dog is re-homed in accordance with this paragraph, the Council will pay nightly costs as set out in the Pricing Schedule (up to a maximum of seven nights) and essential veterinary fees.
- 2.6 By arranging for destruction of the dog, by a suitably authorised person agreed by the Council, by lethal injection. The body of any dog so destroyed shall be disposed of in the manner from time to time agreed with the appropriate Authority's Officer. The Council shall pay the costs of such disposal up to the amount set out in the Pricing Schedule.
- 2.7 If the Contractor chooses to keep any dog for longer than 7 days this shall be at the Contractor's own expense unless previously authorised by the appropriate Authority's Officer.
- 2.8 The Contractor shall submit all documentation in relation to the kennelling of dogs for each calendar month, no later than seven (7) days after the end of each calendar month and shall be invoiced by the Contractor directly to the Authority monthly in arrears.