



TENDER

For

**The provision of Veterinarian Services
to Support the Care of Dogs at the
Council's Animal Care Facility**

2018

Tenders close at 4.00 pm on Friday 1 February 2019

Team Leader Animal Services

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Invercargill City Council

The 'Provision of Veterinary Services' tender will close in the Tenders Box, Ground Floor, Civic Administration Building, Invercargill City Council, Private Bag 90104, 101 Esk Street, Invercargill at **4.00 pm on Friday 1 February 2019**.

Tenders transmitted by facsimile (03) 211 1433, or via electronic means service@icc.govt.nz will be accepted.

Tenders shall be addressed to the Acting Compliance Manager or the Director Environmental and Planning, Invercargill City Council, and marked on the outside top left-hand corner "**Tender - Veterinary Services**". Delivered submissions shall be deposited in the Tenders Box.

Emailed copies can be sent to service@icc.govt.nz

The Schedule at page nine sets out the Service to be Tendered for.

General Description of Veterinary Services to Support the Management of Dogs at the Animal Care Facility

Conditions of Tendering

1.0 Scope

1.1 The scope of the Contract Works, the subject of this request for tender (**RFT**), is set out in the Schedule.

2. Tender Documents

2.1 The Tender Documents are as set out in the Schedule.

3 Tender Deposit

3.1 A Tender Document deposit is not required.

3.2 Tender requirements

3.3 Tender submission: Please provide the number of copies of your tender set out in the Tender Schedule. A hard copy of your tender submission is not required.

3.4 Joint tenders: Joint tenders may be submitted provided that one of the joint tenderers is identified as the single contact point for all communications with the Principal relating to the tender. Joint tenderers shall be jointly and severally liable under this tender process and any resultant contract.

3.5 Lodging of tenders:

(a) Tenders must be received by the Principal before the closing time and date set out on page one of this document.

4 Tender information: Tenders should include the information required by the Tender Schedule.

4.1 Email tenders: Tenders should be sent by email or a hard copy delivered to the tenderer as set out in page one of this document.

4.2 Late tenders: Tenderers should ensure tenders are placed in the tender box before the closing date and time. The Principal's policy is not to evaluate late tenders. However, the Principal does retain the right to evaluate late tenders where there is no material prejudice to other tenderers.

4.3 Additional information and clarification: Requests for clarification or additional information should be submitted to the Principal's Contact Person by email or in writing.

4.4 Site inspections: Site inspections are required to be arranged with the Principal's Contact Person.

4.5 GST: Tender prices should be quoted exclusive of goods and services tax and (unless indicated otherwise in the Contract documents) in New Zealand dollars as shown in the Schedule of Quantities.

4.6 Alternative tenders: The Principal will consider alternative bids as set out in the Tender Schedule.

4.7 Tender Validity Period: Every tender will be a continuing offer and irrevocable until the expiry of the Tender Validity Period set out in the Tender Schedule or such later date as we may agree on.

4.8 Compliance with RFT requirements: Failure to comply with a material requirement of this RFT may result in your tender being determined to be non-conforming and may, at the Principal's discretion, be rejected.

5 Tender Conditions

5.1 General Conditions: The Principal reserves the right to:

- (a) Reject all tenders and not award the contract to any tenderer and to not accept the lowest tender.
- (b) Deal separately with any of the divisible elements of any tender, unless the relevant tender specifically states that those elements must be taken collectively.
- (c) Negotiate with any tenderer (to the exclusion of any other tenderer), at any time before or after acceptance of a tender, and upon any terms and conditions.
- (d) Re-advertise for tender.
- (e) Waive any irregularities or informalities in the tendering process.
- (f) Amend the closing date, the acceptance date or any other date in the Tender Documents.
- (g) Amend the Tender Documents, or any associated documents, by the issue of a written amendment notice.
- (h) Seek clarification of any tender.
- (i) Suspend or cancel, (in whole or in part), this tender process.
- (j) Meet with any tenderer before and/or after tender close and prior to award of the contract.
- (k) Consider or reject any alternative tender, at the Principal's sole discretion.
- (l) Consider or reject any tender that does not fully comply with this RFT, at the Principal's discretion.

The Principal shall not be bound to give reasons for any decision made under this clause, nor shall it be liable for any compensation if it acts under any of these clauses.

5.2 Errors:

- (a) The Principal is under no obligation to check any tender for errors. Acceptance of a tender that contains errors will not invalidate the contract formed by that acceptance.
- (b) The Principal retains the right to clarify errors and resolve any omissions identified at any time during tender process.

- (c) If the Principal discovers errors and/or omissions in a tender prior to award of the contract, the Principal may notify the tenderer as soon as practicable and:
- i. Where, in the Principal's opinion, the error and/or omission is an obvious error, and that correction of that error does not involve recalculation of any rates submitted in the tender or re-pricing or other material change to the tender, then the Principal may amend the error and invite the tenderer to confirm that its tender remains open for acceptance as amended. Unless the tenderer confirms it's tender as amended, the tender shall be deemed to be withdrawn.
 - ii. Where any error and/or omission, if corrected, would result in the recalculation of any rates or re-pricing or other material change, then the Principal shall not make any changes to the tender and shall invite the tenderer to confirm that its tender remains open for acceptance as tendered, notwithstanding the error and/or omission. Unless the tenderer so confirms it's tender, it shall be deemed to be withdrawn.

5.3 Tenderers to inform themselves: Each tenderer shall be deemed to have inspected the Site, examined the Tender Documents and any other information supplied in writing and to have satisfied itself as far as is practicable for an experienced contractor before tendering as to the correctness and sufficiency of its tender for the Contract Works and of the prices stated in its tender.

5.4 Tender price adequacy: The tendered price shall, except where otherwise provided, allow for all of the Contractor's obligations under the contract as set out in the Tender Documents.

5.5 Information provided by Principal: Other than is specifically set out in these tender conditions or in the General Conditions of Contract, the Principal accepts no responsibility for any error or mis-description in these Tender Documents or any associated documents and gives no warranty as to the accuracy or completeness of any data presented or the correctness of any information contained in any report or other information provided to tenderers under this tender process. Tenderers rely on all such information provided by the Principal at their own risk.

The Principal makes no representations and gives no warranties other than as set out in the General Conditions of Contract.

Without limiting the above, tenderers are responsible for the interpretation of all information provided, the Site conditions and other matters relevant to the contract from their inspection of the Site and their other investigations and inquiries.

By submitting its tender each tenderer acknowledges to the Principal that it has submitted its tender and will enter into any resultant contract solely in reliance on its own judgement.

5.6 Tendering Policy: Tenderers may be requested to provide sufficient information to justify any claim. Tenderers shall state in their tender if they believe they are "local" in terms of this policy. The Principal shall deem if a contractor achieves the criteria of a local supplier at their sole discretion.

5.7 Confidentiality:

- (a) The information supplied by the Principal, (either itself or through its consultants or advisors), in connection with this tender, or any contract that may arise out of it, is confidential. You must not release or disclose any of the information to any other person, (other than your employees or advisors), without the prior written consent of the Principal. Any publicity also requires the Principal's prior written consent.
- (b) The Principal will use all reasonable endeavours to keep tenders received confidential. However the Principal is subject to Local Government Official Information and Meetings Act 1987. Information provided by tenderers may be required to be disclosed under that Act.

5.8 Ownership of Tender Documents: The Tender Documents are the property of the Principal and may not be copied or reproduced in any way (other than for the purposes of submitting tenders) without the prior written approval of the Principal.

5.9 No return of tender submissions: The tenders submitted to the Principal shall be retained by the Principal and will not be returned to tenderers.

5.10 Tenderer costs: Tenderers must pay their own costs of preparing and submitting tenders, including:

- (a) Any communications or negotiations with the Principal.
- (b) Any meetings or interviews with the Principal.
- (c) Any site inspections.

5.11 No canvassing: Tenderers should not directly or indirectly contact, lobby or attempt to influence any elected member, officer, employee or advisor of the Principal, in relation to this tender. Non-compliance with this requirement may lead to disqualification of the tenderer's tender.

5.12 Liability: Other than the acknowledgements, warranties and representations of the tenderer set out in these RFT documents, included in its tender or implied by the submission of its tender as set out in these RFT documents, no contract or other legal obligations shall arise between the Principal and any tenderer out of or in relation to this tender process. The Principal and its agents or advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any tenderer or other person in respect of this tender process.

5.13 Governing law: This RFT is governed by New Zealand law. The New Zealand courts have non-exclusive jurisdiction as to all matters relating to this RFT.

6 Tender Evaluation

Tender evaluation will be completed as per the Lowest Price Conforming Method detailed below:

6.1 Tender opening: There will be no public opening of tenders.

6.2 Meetings: The Principal may require to meet with one or more tenderers after tender close. If required, all meetings will be carried out at the Principal's offices at the Invercargill City Council Administration building or such other location as is advised by the Principal.

6.3 Evaluation process: The tender evaluation process shall be conducted in two stages as follows:

Stage 1: This stage shall consist of ranking tenders in ascending order based on prices.

Stage 2: This stage shall consist of determining the tenderer acceptability when assessed against each non-price attribute. Determination of acceptability shall commence with the lowest price tender and (subject to clause 6.6) shall cease when the first acceptable tender is identified.

6.4 Tender Ranking: The top ranking tender shall be the lowest priced acceptable tender as determined under clause 6.6

6.5 Evaluation of alternative tenders: Alternative tenders shall be evaluated as follows, and after the evaluation of all non-alternative tenders has been completed. Alternative tenders shall be evaluated in two stages as follows.

Stage 1: This stage shall involve determining tender acceptability when judged on technical competence and assessed against the non-price attributes. Each attribute shall be scored on a pass/fail basis. Any attribute which scores a fail will exclude that tender from further consideration.

Stage 2: This stage shall consist of assessing the difference in the present value of the end result offered by the preferred (lowest price) non-alternative tender and the alternative tender. The alternative tender price shall then be adjusted by this amount.

Alternative tender ranking

Alternative tenders shall then be compared with the preferred non-alternative tender to determine the ranking of the alternative tender. The Principal shall not be bound to evaluate, accept (or shortlist) any alternative tender.

6.6 Evaluation conditions: The Principal reserves the right to:

- (a) Form a shortlist of tenders following the initial evaluation and ranking and request clarification of remaining outstanding issues;
- (b) Enter into negotiations with any one or more shortlisted tenderers following the initial evaluation and ranking;
- (c) Revisit the initial evaluation and rankings of shortlisted tenders on the basis of the outcome of the clarification process and/or negotiations; and
- (d) Award or not award the tender at the Principal's entire discretion.

6.7 Tender award: The Principal shall, where it elects to award the contract, award the contract to the top ranked tender.

6.8 Checks and Privacy Act: Each tenderer confirms to the Principal, on its own behalf and on behalf of any key personnel referred to in its tender, that the Principal is authorised to verify with any third person any information included in the tender or disclosed to the Principal in connection with the tender (whether that information relates to such personnel or otherwise).

6.9 Health and Safety

The Contractor will have their own equipment, and Quality, Health and Safety systems. The following are a list of the known hazards that exist that the Contractor will be providing services in:

- Dangerous Dogs
- Slippery Surfaces
- Abusive/violent members of the public
- Zoonotic diseases, and
- Negative public opinion of the service provided.

6.10 Insurance

The successful Tenderer will be expected to be registered for GST and have Public Liability Insurance to a minimum cover of one million dollars (\$1,000,000). Evidence of this should be provided with any tender documentation.

6.11 Records

The Contractor must accurately record the performance of all duties in accordance with this contract.

7 Tender Acceptance

7.1 Successful tenderer: The Principal will notify the successful tenderer (if any) in writing that its tender has been accepted.

7.2 Unsuccessful tenderers: At the conclusion of the tender process the Principal will notify all unsuccessful tenderers in writing that their tenders have not been successful.

7.3 Address for notification: All notices will be forwarded to the address provided by tenderers in their tenders.

7.4 Tender evaluation information:

(a) All tenderers shall be provided, after the conclusion of the tender process and award of the contract, with the name of the successful tenderer, the successful tender price, the range of tender prices, the range of each non-price attribute score and the tenderer's own non-price attribute scores.

(b) Notification shall not include disclosure of the details of the tenders or detail as to how the evaluation result was arrived at.

(c) Where three or less tenders are received the Council may elect to only provide the name of the successful tenderer and the successful tender price.

7.5 Post Evaluation debrief: Tenderers may request a post-evaluation debrief meeting with a representative of the Principal to discuss their tender submission. The purpose of such debrief is to provide helpful feedback on the tenderers tender to assist the tenderer to improve subsequent tenders. Any such meeting will not cover details of competing tenders or the basis of specific scoring for any tender, will be informal, on a without prejudice basis and non-minuted.

7.6 Formation of contract: Upon the acceptance by the Principal of the successful tenderer's tender (if any), a contract shall be formed between the Principal and the successful tenderer on the basis of the Tender Documents including all changes that have been agreed by both parties. The successful tenderer will be required to execute a contract on this basis.

7.7 Preferred tender: Should the Principal advise the tenderer its tender is the “preferred tender” such advice does not:

- (a) Constitute an acceptance by the Principal of the tenderer’s tender, or create a contract.
- (b) Constitute an award of the tender to the tenderer.
- (c) Imply or create any obligation on the Principal to enter onto or continue any negotiations with that tenderer or to award the contract to that tenderer.
- (d) Negate or derogate from the Principal’s right and obligation to award or not award the tender in accordance with the Tender Documents.

The Principal may discontinue any negotiations with a preferred tenderer at any time.

The Tender Consent: Schedule

Background

1. In late 2017, the Invercargill City Council (ICC) resolved to appoint an Independent Community Panel to investigate the Rehoming and Euthanasia of unclaimed impounded dogs from the Council's Animal Care Facility.
2. The Panel investigated and considered a number of different approaches and methodologies while ensuring compliance with relevant legislation, Bylaws, Policies, and Codes of Practice. It consulted with community groups, individuals and a variety of organisations/businesses that were involved in the re-homing and the euthanasia of dogs.
3. In 2018, the Council adopted the recommendations of the Independent Community Panel. Of relevance to this tender, the Panel recommended that rehoming of unclaimed dogs from the Animal Care Facility is to be the first and foremost option, however, for a small number of dogs, euthanasia may be the only option available to ensure the safety of the public or the health of the dog.
4. This tender is to provide veterinarian services, including euthaniser, at the Animal Care Facility.

Description of the service

5. This Contract is for the provision of veterinarian services to:
 - A. Provide care and treatment for injured or sick dogs that are in the care of the Council. It is expected that any injured or sick dogs would be transported to the veterinarian practice or treatment can be at the Animal Care Facility.
 - B. Provide vaccination and de-sex procedures for dogs being re-homed by the Council. It is expected that these dogs would be transported to the veterinarian practice and procedure undertaken on an appointment basis.
 - C. Provide euthanasia by IV injection of dogs that have the written approval of the Director of Environmental Health and Planning for this procedure to be carried out. This would be undertaken at the Council's Animal Care Facility, Lake Street, Invercargill and would be undertaken on an agreed day so that all parties are aware of the day of the week that, when required, will be undertaken. It is unlikely that this would be each week but at least monthly and could be for more than one procedure to be undertaken at the time. A week's notice would be given by the Council of upcoming procedures.
 - D. If, in the opinion, of the veterinarian that it is considered that IV injection is unsuitable for a particular dog, the veterinarian will provide in writing to Council an alternative method of euthanasia.

Proposed term

8. The contract period offers an initial period of three years (with the conditional option of two further additional periods of two years) and two further years where the conditions for agreeing to extensions are met.

Tender process

9. The information is given in good faith for the guidance of applicants. No warranty or representation is given as to the accuracy or completeness of such information and ICC, under

the contract, shall not be liable for any errors or omissions.

Timeline

Description	Date	Document Reference
<i>Contract Documents Completed</i>	10 December 2018	
<i>Contract Advertised</i>	10 December 2018	
<i>Submissions close</i>	1 February 2019	
<i>Tender Documents Scrutinised</i>		
<i>Contract Let</i>		