

Part A - Instructions to Tenderers *Services for Trapping Dogs*

1. INTERPRETATION

The meaning and definition of terms shall be the same as those found in the Definitions clause in the Conditions of Contract.

2. SCOPE OF TENDER

- 2.1. The Society for the Prevention of Cruelty to Animals (SPCA) invites tender applications for the provision of trapping services for stray dogs under the Trap-Neuter-Release-Manage (TNRM) programme in Singapore for a period of up to five years.
- 2.2. This is a performance-based Contract and the Contractor's performance of the Services will be assessed at regular intervals throughout the duration of the Contract in accordance with the specifications in the Requirement Specifications.
- 2.3. SPCA reserves the right to award the Tender in whole or in parts to one or more panel of Contractors. SPCA also reserves the right to engage any Contractor(s) in the panel for the services as it deems appropriate and shall not commit to a minimum order quantity or value.
- 2.4. The Tenderer agrees that SPCA may disclose personal data of the Tenderer's employees and agents to government agencies as SPCA deems necessary.
- 2.5. It is the responsibility of the Tenderer to check the Tender Documents and any related materials to gather any information and data required towards the fulfilment of this Tender. SPCA shall not be held liable and shall be fully indemnified against any failure of the Tenderer to check or gather information as aforesaid.

3. SCOPE OF WORK

- 3.1. The Contractor shall carry out the following services:
 - i. Stray dog trapping services in Singapore
 - ii. Stray dog transportation services in Singapore
- 3.2. Further details of the scope of work can be found in the Requirement Specifications.

4. SUBMISSION OF TENDER

- 4.1. Your offer must be submitted in accordance with these Instructions to Tenderers. Your tender proposal must be submitted through email to tnrmmanager@sPCA.org.sg by 5pm on Sunday **30 June 2019**.
- 4.2. By submitting a Tender Offer, you represent that your Tender Offer is fully consistent with and does not contradict or derogate from anything in these Instructions to Tenderers. If your Tender Offer is inconsistent with, contradicts or derogates from anything in these Instructions to Tenderers, the SPCA is entitled to treat the Tender Offer as if it did not include any such inconsistency, contradiction or derogation, and our acceptance of your Tender Offer will be construed accordingly.
- 4.3. By submitting the Tender Offer, the Tenderer represents and warrants that it is duly authorized to submit the Tender Offer, that the information provided is true and accurate, and that it is fully authorized to provide any information in connection with this Tender.
- 4.4. The Tenderer shall satisfy himself before tendering as to the correctness and sufficiency of his Tender Offer and all matters and things necessary for the proper execution and completion of the Services including any licenses, transport and insurance expenses.
- 4.5. The Tender Offer, including all specifications, dimensions and proposals shall be written in reasonably comprehensible English.

5. DOCUMENTS TO BE SUBMITTED

A Tender Offer should include proposals on the following:-

- i. Approach and implementation, addressing the requirements and scope of Services specified in the Requirement Specifications and Conditions of Contract (refer to Appendix A for the template);
- ii. Methods of trapping and equipment to be used;
- iii. Details on vehicles to be used for transportation;
- iv. Detailed floor plan, including dimensions, and recent photos of holding facility, if any;
- v. A disease prevention plan;
- vi. Expected maximum trapping capacity on a monthly basis, including timeline to achieve this if applicable;
- vii. Date of completion and timeline for readiness to provide the services as specified in the Requirement Specifications;
- viii. Curriculum Vitae(s) of the key personnel including background, qualifications and experience, recent track record with past and existing clients and testimonials; and
- ix. Conflict of interest declaration.

6. EVALUATION CRITERIA

6.1. Critical Criterion

- i. Compliance with Instructions to Tenderers, the Requirement Specifications, the Conditions of Contract;
- ii. Obtained and applied for all licenses, permits and authorizations, including governmental authorizations or certifications necessary to fulfill the scope of the Contract.

6.2. Other Criteria

- i. Tender Offer(s) that meet the above critical criterion shall be further evaluated by the following evaluation criteria in the following order of importance, Item 1 below being the most important:-

No.	Other Attributes
1	<u>Price Competitiveness</u>
2	<u>Track Record of Contractor</u> (Provision of at least 2 track records which may include references and contact persons from other agencies and/or testimonials and awards garnered in the recent three years.)

- ii. For the avoidance of doubt, the SPCA reserves the right not to accept the lowest priced or incomplete Tender Offer or any Tender Offer, and shall not be bound to assign any reason therefor.

6.3. As part of the tender evaluation process, SPCA officers, accompanied by the Tenderer's appointed personnel, may inspect the Tenderer's facilities to ensure Clause 6.1 (i) is adhered to. For the avoidance of doubt, the SPCA shall not be liable for any expenses incurred by the Tenderer in connection with such an inspection.

6.4. The SPCA is entitled to require the Tenderer to make available all necessary information and equipment to enable it to demonstrate the claims set out in its Tender Offer.

6.5. The SPCA reserves the right to award the Tender to the Tenderer(s) that best meets SPCA's requirements, while remaining technically and operationally acceptable. For the avoidance of doubt, the SPCA reserves the right to accept the Tender Offers of one or more Tenderers.

7. DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1. The terms set out in this Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The SPCA shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.
- 7.2. The SPCA shall not be liable for any loss or profit or indirect or consequential losses arising from or in connection with its failure to comply with its legal obligations in conducting this Tender, in considering or evaluating any Tender Offer, or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.

8. CLARIFICATIONS

- 8.1. If the SPCA sends a written notice to any Tenderers to clarify any aspect of their Tender Offer, the Tenderer concerned must provide full and comprehensive responses within three (3) days of the date of the written notice unless a longer period is permitted by the SPCA in writing. For the avoidance of doubt, this may include a request for the submission of missing documents or information that may be required by the SPCA for this Tender (including administrative information), provided that no Tenderer shall, in any case, be permitted to amend the proposed prices set out in its Tender Offer.
- 8.2. Any queries pertaining to this tender should be directed in writing to:

Ms Selina Sebastian
Project Manager (TNRM)
SPCA
Email: tnrmmanager@spca.org.sg