



Fermanagh & Omagh
District Council
Comhairle Ceantair
Fhear Manach agus na hÓmaí

INVITATION TO TENDER

TENDER FOR THE PROVISION OF VETERINARY CARE SERVICES FOR WESTERN REGION UNDER THE WELFARE OF ANIMALS (NI) ACT 2011

TENDER REFERENCE 15 TNDR AW 001

**Fermanagh and Omagh District Council
(on behalf of Western Region)
The Grange
Mountjoy Rd
Omagh
Co. Tyrone
BT79 7BL**

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CONTACT INFORMATION

**TENDER FOR THE PROVISION OF VETERINARY CARE FOR
WESTERN REGION UNDER THE WELFARE OF ANIMALS
ACT 2011**

Name of Tenderer: _____

Address: _____

Postcode: _____

Telephone: _____

Mobile: _____

*Email: _____

*Please note that this email address WILL be used for all tender correspondence with regard to this tender.

Contact Name (Print in Caps): _____

Position in organisation: _____

Signature: _____ Date: _____

Closing date for submission of tender: no later than 12.00 Noon**On TUESDAY 26 MAY 2015****Late tenders WILL NOT be accepted.****PLEASE PLACE THIS CONTACT SHEET AT THE FRONT OF YOUR
SUBMISSION**

SECTION 1 : INTRODUCTION & BACKGROUND

Fermanagh and Omagh District Council seeks Tenders for the Provision of Veterinary Care Services on behalf of Western Region under the Welfare of Animals (NI) Act 2011 for a period of 1 year with an option to renew for an additional 12 month period at the sole discretion of the Council.

1.0 INTRODUCTION

Fermanagh and Omagh District Council on behalf of Western Region which includes Fermanagh and Omagh District Council; Derry City and Strabane District Council and Mid Ulster District Council seek to appoint, by means of competitive Tender a Service Provider (s) to provide and manage in the Western Region area, the veterinary care of animals identified in the course of investigations and related activities under the Welfare of Animals (NI) Act 2011. This contract is on an “as required” basis and does not guarantee any work for the appointed provider(s). When the contract is awarded the successful Service Provider (s) will deal directly with the Western Region as further outlined in section 3.1 of this document.

Section 2: BACKGROUND

2.1 From 1st April 2012 local Councils have had a statutory duty to enforce the Welfare of Animals Act (NI) 2011 of non farmed animals. There was a general public and political desire to strengthen the animal welfare legislation and the new act enables preventive action to be taken.

Local government has adopted a collaborative ‘cluster’ approach to the delivery of its new responsibilities under the Welfare of Animals Act (NI) 2011. A project board made up of officers from across the Northern Ireland Councils has been set up to oversee the service. A number of Animal Welfare Officers (9 currently) have been recruited and have been assigned across a number of Regions. Two Animal Welfare Officers have been assigned to Western Region who reports to a Western Region Animal Welfare Manager.

The Act allows Council appointed inspectors to enforce animal welfare legislation in respect of non – farmed animals’ e.g. domestic pets of any vertebrate species and equines. They have statutory enforcement powers and may provide advice, issue an improvement notice, seize animals and /or initiate prosecution action.

2.2 For serious welfare situations it may be necessary for the Officer to seize the animals involved or seek expert advice. Appropriate arrangements will need to be made in that event, such as seeking veterinary opinion and treatment. Council’s in Northern Ireland do not have the resources or adequate facilities to provide the necessary veterinary opinion or treatment for such animals and are seeking a provider(s) for these services.

2.3 Service Providers when called must provide on –site visit veterinary care to relieve unnecessary suffering of animals and certification when animals are to be seized by an Animal Welfare Officer. Service Providers are permitted under section 17 (10) of the Welfare of Animals Act (NI)2011 to examine and take samples (if requested by the Animal Welfare Manager) from an animal for the purpose of determining whether any certification is to be issued under the Act. The Service Provider may have to euthanize animals where it is in the best interests of the animal either on- site or at their veterinary premise as considered appropriate. Service Providers will have no statutory powers to seize animals, initiate or undertake investigations or to prosecute offenders.

SECTION 3: SUB REGIONAL SERVICE DELIVERY MODEL

3.1 The practical enforcement of the new legislative responsibilities is currently organised – in with existing Western Region on the following sub regional basis:-

REGIONAL	MEMBER COUNCILS
Western Region Area	*Fermanagh and Omagh DC, Derry City & Strabane DC and Mid Ulster DC

*denotes lead or employer councils

- 3.2 Whilst it is envisaged that a single service provider will provide all Veterinary Services for the Western Region area, consideration will be given to partnership working with one lead service provider who will assume full contractual and administrative responsibility and act as a single point of contact. In this instance the organisation submitting the Tender must provide full details of any other organisation that will be involved in the fulfilment of this contract. No sub contracting will be permitted without the full consent of the Council.
- 3.3 The contract will be awarded on the basis of most economical advantageous submission, therefore the Contract will be awarded to the provider who gains the highest score at stage 3 assessment. The Provider who is ranked in 2nd place will be the reserve and will be contacted should the Main Provider confirm that they are unable to undertake any specific job.

SECTION 4 SPECIFICATION & SCOPE OF WORK

4.1 Registration - All providers of veterinary treatment must be registered with the Royal College of Veterinary Surgeons (or equivalent) to practice in Northern Ireland and appropriate evidence must be provided of current Certificate of registration.

4.2 Service Response (Onsite) - Service providers must provide an emergency 24 hour call out service and must attend the incident within 2 hours of notification.

4.3 Service Response (Practice) - Service providers must provide emergency First Aid treatment to animals presented by an Animal Welfare Officer at their agreed veterinary practice on a 24 hour basis. Animals may have to be euthanized at practice and arrangements made for legal disposal of animal carcass.

4.4 Treatment – Service providers must provide First aid treatment to animals onsite or in veterinary practice when animal taken to practice e.g pain relief, antibiotic, wound treatment, etc. Animals may have to be euthanized by vet on- site if in the Service Providers opinion it is in the best interest of the animal. The majority of Veterinary treatments which will be carried out at the Care & Collection Centre will be carried out by their appointed vet. However, on occasions the Council's vet may be required to provide treatment or review arrangements for animals seized by the Council kept at the Care & Collection Centre at the request of Western Region Animal Welfare Manager

4.5 Advice - Service providers must provide advice onsite , via telephone and in writing if required regarding First Aid treatment provided onsite, ongoing veterinary treatment required, ongoing feeding regimes required , other treatments required e.g hooves trimmed, coat clipped and any other relevant advice regarding ongoing care, treatment or handling of animals.

4.6 Documentation – Service providers must complete all necessary documentation onsite when requested to do so onsite in relation to forms provided including Veterinary Certificate , Care Provider form, Equine Examination form, etc to enable an Animal Welfare Officer to take appropriate action. The Veterinary Certificate must be completed to indicate if the

- The condition of the animal is such that it should, in its own interest, be destroyed
- The animal is suffering
- The animal is likely to suffer if circumstances do not change

Also, it should include a description of the animal including species, markings, sex, age, condition, microchip number, etc.

4.7 Veterinary Report (min 300 words & max 600 words)

Service Provider will be required to complete a Veterinary report (within 5 working days) of the report being requested in a template format agreed in advance with Animal Welfare Manager. This report may be vital to the continued investigation of alleged offences and will be used in preparation of Case files for potential prosecution. The report will be required to include the following information.

- Introduction – setting scene and Date examined
- Description of Environment
- Full description of the animal, any treatment given and a prognosis
- Clinical Examination including physical examination e.g sex, height, body score (horses), comments on animal condition.
- Conclusion – with reference to Codes of Practice, Legislation and the five freedoms. The conclusion should state vets opinion on whether the animal(s) was/were suffering or not, opinion whether that suffering could reasonably have been avoided or reduced and if so how? In Vet's opinion whether the needs of the animal(s) were being met to the extent required by good practice and if not in what respect? If Vet considers an animal to have suffered, to specify the period over which it may have suffered. Opinions maybe required within the report on Post Mortem examinations/ Interpretation of any samples taken e.g faeces, bloods. Separate reports maybe required on interpretations of a post mortem/ Samples.

Photographs maybe included in report if requested to do so. Photographs will only be taken by Animal Welfare Officers onsite and not by vet unless instructed to do so by Animal Welfare Officer. All evidence gathered onsite including photographs remain the property of the Council.

4.8 Witness Statement of Evidence

A witness statement of evidence may also be required by Animal Welfare Manager in preparation of Case files (within 5 working days) of Witness Statement being requested. The Veterinary statement of evidence report should comply with Part 33.3 of the Criminal Procedure Rules 2011. In preparing your report, please refer to the Royal College of Veterinary Surgeons' *Guidance for giving evidence in Court* (www.rcvs.org.uk).

4.9 Court - attendance may be required at court as a witness for Council to provide expert veterinary opinion on findings and statement of evidence. Any requirement to attend in court will be chargeable at the normal hourly rate as detailed on your Form of Tender for actual time spent in court but no payments will be made for cancellation if a minimum of 3 hours notice has been given.

SECTION 5 : INSTRUCTIONS AND TERMS & CONDITIONS

5.1 TENDER RETURNS

All relevant tender documentation and completed Tender Form shall be forwarded by registered post or delivered by hand and a receipt obtained, in an envelope clearly marked as follows, to arrive **not later than 12 Noon on Tuesday 26 May 2015**.

Please mark the top left hand side of envelope as following:

TENDER FOR:- TENDER FOR PROVISION OF VETERINARY CARE SERVICES

The tender(s) shall be made on the prescribed form. The Specification, together with these instructions and completed Tender Form, shall be forwarded by post or delivered by hand and a receipt obtained, in a sealed, unendorsed envelope bearing the words '**Tender for the Provision of Veterinary Care Services**' on the top left hand side of the envelope to arrive tender returns for this procurement should be forwarded, in English, to Fermanagh and Omagh District Council at the following address:

Mr Brendan Hegarty
Chief Executive
Fermanagh and Omagh District Council
The Grange
Mountjoy Road
Omagh
County Tyrone
BT79 7BL

not later than **12 noon on Tuesday 26 May 2015**.

The Council's representative for this purchase shall be Clement Kennedy, email: tenders@fermanaghomagh.com

NB: tenderers should provide 2 hard copies of their tender submission plus one full electronic copy on disc. The electronic copy should be an exact copy of the hard copy submission and should include all required documentation. In the event of any discrepancy the hard copy documents will take precedence.

Emailed or faxed tenders will not be accepted.

The Council is not bound to accept the lowest or any tender received.

The contract will be awarded on the basis of the most economically advantageous.

By issuing this tender, the Council is in no way committed to selecting any tender or to make any award of contract.

5.2 QUERIES, CLARIFICATIONS & ORAL COMMUNICATIONS

QUERIES

All queries should be emailed to tenders@fermanaghomagh.com no later than 12 noon on Tuesday 26th May 2015. Suppliers should note that responses to all queries will be emailed to all those downloading tender documents, without identifying the source of the query. Queries should be clearly labelled – **VETERINARY CARE SERVICES TENDER** in the email subject field. Suppliers are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their tender.

Fax, telephone or oral enquires will **NOT** be accepted. Nor will an email to any other address than the above. Fermanagh and Omagh District Council will not enter into discussions on the requirements of this procurement process with individual respondents, all queries **must** be submitted by email.

Queries may be answered in batches rather than one at a time. Queries received after the deadline may not be acknowledged or addressed.

The Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in its 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.

Where a tenderer believes that a clarification is confidential in nature, the request for clarification should clearly identify that the tenderer wishes the response to be kept confidential and not circulated to all tenderers. In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all tenderers at any stage when it believes, at its sole discretions, the clarification should be issued to all tenderers.

Fermanagh and Omagh District Council will not enter into detailed discussions on the requirements of this procurement process with individual respondents. Queries may be answered in batches rather than one at a time, with updates appearing at 2 or 3 working day intervals. Responses to queries raised will be e-mailed, using the email address provided when the document is downloaded from the Council's website or email address that is provided at the time of requesting the documents, to all who have requested the documents. Tenderers shall seek to clarify any points of doubt or difficulty relating to the documentation before submitting a tender.

CLARIFICATION

Before submitting a tender, clarification should be sought on any points of doubt. The deadline for receipt of points for clarification is 12 noon on Tuesday 26th May 2015. During the tender period requests for clarification cannot be made by telephone or in person, requests for clarification must be made via e-mail to tenders@fermanaghomagh.com

In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all tenderers at any stage when it believes, at its sole discretions, the clarification should be issued to all tenderers. All clarification notices will be e-mailed, using the email address provided when the document is downloaded from the Council's website or email address that is provided at the time of requesting the documents, to all who have requested the documents.

Clarification Notices shall be come part of the tender and must be treated as such by all tenderers.

In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all enquirers at any stage when it believes, at its sole discretion, such clarifications are required.

The email address used in an enquiry may be used by Fermanagh and Omagh District Council as the circulation address for all clarifications/additional information. It is the supplier's responsibility to monitor such email traffic.

Clarification Notes shall become part of the tender document and must be treated as such by tenderers.

ORAL COMMUNICATION: Oral discussions will not be considered binding. Tenderers shall not make assumptions on any matter nor shall they rely on any statements or representatives made to them by persons acting on behalf of Fermanagh and Omagh District Council unless they are confirmed in writing as an amendment to the tender

INSTRUCTIONS AND TERMS & CONDITIONS

- 5.3 The attached Form of Tender must be completed and signed: failure to do this will render the tender invalid.
- 5.4 The Council reserves the right to undertake company checks on any proposed supplier.

- 5.5 Tenders received after the closing date and time cannot be considered. Fermanagh and Omagh District Council cannot accept any responsibility for postal or delivery delays.
- 5.6 Tenders submitted by fax or electronic mail will not be considered.
- 5.7 Should any additions to the Specification as issued to Tenderers be deemed necessary prior to the date for submission of Tenders, these will be issued to Tenderers in the form of Supplementary Schedules and will form part of the contract document.
- 5.8 Fermanagh and Omagh District Council is not bound to accept the lowest or any tender.
- 5.9 Fermanagh and Omagh District Council reserve the right to undertake company checks on any proposed supplier.
- 5.10 Fermanagh and Omagh District Council may terminate this contract and recover all losses if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:
- Offer, give or agree to anyone any inducement or reward in respect of this or any other contract with the project partners whether alone or in conjunction with elected members, contractors or employees.
- Any clause limiting Contractor's liability shall not apply to this clause.
- 5.11 Tenderers shall treat the details of this Tender Document as Private and Confidential and they must ensure that the tender content, price or any other figure or particulars concerning their tender have not been disclosed to any other party.
- 5.12 **Sub-Contracting:**
Following award the Successful Tenderer shall not sub-contract or sub-let all or any part of the contract without the consent of Fermanagh and Omagh District Council. The Successful Tenderer shall remain wholly responsible for carrying out and completing the contract.
- 5.13 **Tender Form**
No UNAUTHORISED alteration or addition should be made to the Tender Form(s), or to any other of the contract documents: IF ANY SUCH ALTERATION IS MADE, OR IF THESE INSTRUCTIONS ARE NOT FULLY COMPLIED WITH THE TENDER(S) MAY BE REJECTED. The Tender Form must be completed and signed: failure to do this will render the tender invalid.
- 5.14 All prices entered on the tender documentation should be exclusive of VAT and in pounds sterling. Prices must include all costs including travel.
- 5.15 **Tender Check List**
Please ensure you have completed and returned the tender checklist (Appendix G) and enclosed all requested information. Omission of any required information may render the tender invalid.
- 5.16 **Arithmerical Errors**
Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer will be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing his/her offer. There will be no opportunity for any tenderer to change their tendered rates. If the tenderer withdraws, the next tenderer in competitive order is to be examined and dealt with in the same way.
- 5.17 Tenders must remain valid for acceptance for a period of 120 days from the closing date for submission of tenders
- 5.18 **Expenses and Losses**
The Council will not be liable for any bids, expenses, work or effort incurred by any tenderer in proceeding or participating in this procurement, including the procurement process being terminated.

5.19 Northern Ireland Law

The contract shall be governed and interpreted in accordance with the laws of Northern Ireland.

5.20 Freedom of Information

The Council is subject to the terms of the Freedom of Information Act 2000. Tenderers should be aware that the information provided in the completed tender and contractual documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by tenderers will be accepted "in confidence" and the Council will accept no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

5.21 False Information

Tenderers must ensure that all information provided within their tender submission is accurate. The inclusion of information which is found to be false or misleading will result in the tender being rejected. Furthermore, in the event that false or misleading information comes to light after the award of the contract, this may result in termination of the contract.

5.22 Discrimination

The tenderer shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of the tenderer and all sub-contractors employed in the execution of the contract do not unlawfully discriminate.

5.23 Fair Employment and Treatment (NI) Order 1998

The Contractor shall not be an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998 and shall sign the Declaration and Undertaking annexed hereto (Appendix 2). The Contractor shall not sub-contract any services or work to an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998.

5.24 Canvassing

The tenderer who directly or indirectly canvasses any official of the contracting authority concerning any award in respect of this competition, or who directly or indirectly obtains or attempts to obtain information from such officials concerning the proposed or any other competition will be disqualified.

5.25 Prevention of Corruption

This contract is subject to the Prevention of Corruption Acts 1889 and 1916. These Acts make it a criminal offence to give or offer any inducement to a public servant with the intention of influencing him/her in the discharge of his/her duties. Tenderers should therefore take care in dealings with the Employers' staff as offences could lead to the loss of a commission and/or prosecution under the Acts.

5.26 Bribery Act 2010

Fermanagh and Omagh District Council require that all organisations who submit tenders comply in full with the requirements of the Bribery Act 2010.

5.27 Unsatisfactory Performance

It shall be a condition of the contract that, should Fermanagh and Omagh District Council determine that the contract is not being satisfactorily performed, the Contractor will be informed in writing by the Manager detailing the areas requiring attention, if insufficient improvement has been effected within 30 days of the date of the correspondence, the contract may be terminated by the council without compensation to the tenderer.

5.28 Confidentiality and Disclosure of Information

The Council reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

All information relating to the performance of this contract must be treated as confidential and must not be disclosed to any other person without the prior written consent of Fermanagh and Omagh District Council Animal Welfare Manager, except to such persons and to such extent as may be necessary for

the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

All necessary precautions must be taken to ensure that all Confidential Information obtained from the Council under or in connection with the Contract; is given only to staff, sub-contractors and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract, Confidential information must not be used for any purpose other than the execution of the Contract.

All relevant staff, sub-contractors, professional advisors or consultants must be made aware of the Confidentiality obligations. All documentation must be properly safeguarded. The Contractor shall, on written request from the Council, return all documents containing any part of the Work carried out by the Contractor, including but not limited to, documents stored electronically.

The Contractor shall ensure that any contract with:- (a) any employee of his, and (b) any contractor of his engaged in any way in connection with the Contract, contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential, and shall draw their attention to this requirement.

No information regarding the Services being provided under the Contract or facilities used shall be disclosed, no permission to photograph or film shall be given or permitted by the Contractor except with prior written permission of the Council, to whom any press or other enquiry or any such matter should be referred. This Condition does not apply in relation to information (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality (b) which is or becomes known from other sources without breach of any restriction on disclosure or (c) which is required to be disclosed by law or any professional or regulatory obligation.

The Contractor shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media including social media unless specifically granted permission to do so in writing by the Council

In the event that the Contractor fails to comply with this Condition the Council reserves the right to terminate the Contract by notice in writing with immediate effect without any compensation.

The contractors obligations in relation to confidentiality do not expire at the end of the contract period, all information relation to the contract must remain confidential after the expiry of the contract.

5.29 Photographic Material & Evidence

Any photographs required shall be taken by the Animal Welfare Officer unless otherwise directed. All evidence gathered as part of any investigation will remain the property of Fermanagh and Omagh District Council.

5.30 Insurance particulars

The successful contractor will be required to provide evidence of appropriate Employer's (£10 million), Public (£5 million), and Professional Indemnity (£1 million) insurance. **Please note: insurances must be held through out the duration of the contract..** In the event that your organisation does not have adequate insurance cover at the time of application, please confirm in writing that you are willing to put in place the required cover if your submission is successful.

5.31 Duty of Care

The Contractor shall perform the Services with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements.

5.32 Invoices and Payment

invoices must be submitted in a timely manner, in a format agreed with the Manager following award. The Contractor shall submit an invoice within 1 Month of the completion of the Services. All invoices shall quote the Contract number and purchase order number.

The Contractor shall submit with the invoice such records as the Council may reasonably require including, but not limited to time sheets, expenses incurred, invoices paid or any other documents which would enable the Council to verify the information and the amounts referred to in that invoice

The Council shall pay the Contractor in respect of the satisfactory performance of the Services in accordance with the Contract.

The Contract is on a fixed price basis and does not allow for variation of pricing except in respect of VAT.

The Successful Tenderer shall provide the name and address of their bank, the account name and number, the bank sort code and any other details, in whatever format the Council may require to facilitate electronic payment.

The amount payable to the Successful Tenderer shall be inclusive of all costs of staff, facilities, equipment, materials and all other expenses whatsoever incurred by the Contractor in discharging his obligations under the Contract

The Council is committed to prompt payment in accordance with statutory legislation and shall aim to pay the Successful Tenderer within 30 days of the receipt of a valid invoice, provided that the Council is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.

The Council requires the Contractor to make payment to any suppliers and sub contractors involved in the delivery of this contract within 30 days of the receipt of a valid invoice, provided that the contractor is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.

All invoices relating to this contract must be forwarded to:

The Finance Department, Fermanagh and Omagh District Council, The Grange, Mountjoy Road, Omagh, Co.Tyrone, BT79 7BL
or by email to finance@fermanaghomagh.com

5.33 Health and Safety at Work (Northern Ireland) Order 1978

The Contractor's attention is drawn to the provisions of the above Order and regulations made there under.

The Contractor must undertake to comply with all relevant duties placed on him by this legislation.

The Contractor must, upon request provide, relevant documentary evidence of arrangements in place to ensure compliance with current health and safety legislative requirements.

The Contractor, in undertaking activities to which this contract relates, must not endanger the health and safety of himself, his employees and persons not in his employment.

5.34 The Council is not bound to accept the lowest or any Tender, nor will the Council be liable for any in expenses incurred in the preparation of the Tender, whether it proceeds to award or not.

5.35 CLARIFICATIONS PRIOR TO AWARD

Clarification may be sought during assessment. The Council may require the Tenderer to provide further written clarification of any constituent elements of their Tender submission or any other information which the Council considers relevant, or the Tenderer may be required to attend a clarification meeting. Any failure to provide such information when requested, may exclude the tender from further consideration.

5.36 MEETINGS AND REPORTS

The Successful Tenderer shall attend all meetings arranged by the Council for the discussion of matters connected with the performance of the Services.

5.37 MERGER, TAKE-OVER OR CHANGE OF CONTROL

The Successful Tenderer shall forthwith inform the Council in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the Contractor (being a company as defined in the Companies (NI) Order 1986-1990) shall inform the Council of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The Contractor shall comply with any request by the Council for information arising from this Condition

5.38 Any Supplier wishing to receive feedback on an unsuccessful tender submission should apply in writing to:

Nuala Conlan, Procurement Manager, Fermanagh and Omagh District Council, The Grange, Mountjoy Road, Omagh, Co.Tyrone, BT79 7BL

email: nuala.conlan@fermanaghomagh.com

SECTION 6: Evaluation

This tender will be evaluated using a three stage process, this process will be used to identify the Most Economically Advantageous Tender.

Only information requested in relation to the criteria detailed below will be used in the assessment .

Stage 1: COMPLIANCE CRITERIA

This stage will consider compliance with the following:

- a. Mandatory Exclusion(s). **Pass / Fail** This will be assessed based on responses to Appendix A.
- b. Fair Employment & Treatment. **Pass / Fail** This will be assessed based on responses to Appendix B.
- c. Bone Fide Tendering. **Pass / Fail** This will be assessed based on responses to Appendix C.
- d. Equality Declaration. **Pass / Fail** This will be assessed based on responses to Appendix D.
- e. Freedom of Information. **Pass / Fail** This will be assessed based on responses to Appendix E.
- f. Insurance **Pass / Fail** This will be assessed based on responses to Appendix F.

The successful Tenderer will be required to hold the following levels of insurance throughout the duration of the contract: Employer's (£10 million), Public (£5 million), Professional Indemnity (£1m) Insurance.

In the event that your organisation does not have adequate insurance cover at the time of application, please confirm in writing that you are willing to put in place the required cover if your submission is successful.

- g. **Eligibility & Professional Conduct** **Pass / Fail**
Please complete Section B of Supplier Questionnaire

Tenders will be assessed on a pass or fail basis, only those submissions that receive a pass in all sections of Stage 1 will proceed to Stage 2 of the assessment process.

Stage 2: SELECTION CRITERIA

- A. **Relevant Experience** **Pass/Fail**
Please provide details of your experience in dealing with a range of non farmed animals eg. Equines, cats, dogs etc within the last 3 years.

Please provide:-

- i) name and address of client organisation
- ii) contract award date and duration
- iii) Description of work undertaken (Maximum one A4 page per project)
- iv) contact name and telephone number

Examples of previous experience must also be provided for any proposed partner Organisations that are to be involved in the contract.

Please note that contacts provided may be contacted during the assessment process.

Assessment will be based on the first 3 project examples listed only.

Please complete Appendix H

B. Expertise: Pass / Fail

Please provide details of the proposed project team to include details of the actual personnel undertaking the work along with their relevant experience and qualifications, their specific input to this project and any other relevant information.

Please provide as a minimum the following to assist in the assessment of this section:

- Name of employee; professional qualifications; date that they joined your firm; current and previous work experience.

C. Health & Safety Pass/ Fail

Tenderers must provide a copy of their Company's Health and Safety Policy

D. Registration with Royal College of Veterinary (or equivalent) Pass/ Fail

Please submit a copy of the relevant certificate

E. Economic and Financial Standing Pass/Fail

Tenderers must provide the following:

- A formal statement from your Bank or Auditor on the company's financial standing over the last three years. Please note that this statement must be as recent as possible and dated no earlier than 01 March 2015. Undated statements will not be accepted and may render your submission ineligible
- A full copy of your company's audited accounts for the last three years
- A full copy of your company's unaudited accounts for your most recent financial year.

Submitted accounts will be subject to a financial analysis assessment

Please note: Fermanagh and Omagh District Council reserves the right to undertake a financial 'health check' prior to the appointment of the contractor.

Tenders will be assessed on a pass or fail basis at this stage. Only those submissions that receive a pass in all sections of Stage 2 will proceed to Stage 3 of the assessment process.

Stage 3: AWARD CRITERIA**Price 70%**

Assessment will be based on the prices quoted on your signed Form of Tender, for assessment purposes a model Tender assessment total will be calculated as detailed below:

- Call out Fee to include travel no additional travel will be paid (only applicable to an onsite visit) x 20
- Hourly rate from arrival on site which is inclusive of all costs and includes all work undertaken onsite. (time period 08:00-21:00) x 60
- Hourly rate "Out of Hrs" arrival on site which is inclusive of all costs and includes all work undertaken onsite. (Time period 21:00-08:00) x 10
- Daily Rate maximum that will be charged for work onsite irrespective of hours between 0800- 21:00 Monday –Sunday which is inclusive of all costs and includes all work undertaken onsite inclusive x 5
- Cost of single Certification (per 1-3 seizures) x 20
- Cost of Certification for multiple seizures (4 or more seizures) x 5
- Cost of single Veterinary report (minimum 300 words and maximum 600 words) including delivery charges) x 20
- Cost of single Veterinary Witness Statement of Evidence including delivery charges) x 20
- Disposal of Small dead Animals from practice 10

The cost of a model basket of 5 of each of the Veterinary Drugs listed on the Form of Tender will be included to calculate the Model Tender Assessment Total

The maximum mark will be awarded to the bidder submitting the lowest acceptable price. Other suppliers will then be awarded a pro rata percentage using the following formula:

$$\frac{\text{Available marks [70\%]} \times \text{Lowest acceptable price}}{\text{Bidder's price}}$$

This score will be added to that obtained for Quality and the bidder with the highest overall score will be awarded the contract.

The quantities used are for assessment purposes only and are not intended as any indication of quantities which may be required during the performance of the contract

Quality

Your responses to the criteria above will be scored out of a maximum score of 5 using the Scoring Indicators below and will be multiplied by the weighting factor detailed beside each quality criteria. Only those submissions which achieve a minimum score of 3 out of 5 against each quality criteria will be considered. Any submissions which achieve 2 out of 5 or less will be deemed less than Satisfactory and will be disqualified from the assessment process.

Contract Management

20% (weighting factor 4)

Please provide details as to how you will provide a 24hour per day 365 days a year emergency service with a maximum 90 minute call out to the required location in not more than 1 A4 Page, your response should include your contingency arrangements for dealing with multiple incidents and holiday cover. If you are proposing to use the services of an additional veterinary practice your submission must include a letter of agreement from your proposed contingency provider, evidence of Registration with the Royal College of Veterinary Surgeons should be provided for the contingency provider

Please complete Appendix J

Reports

10% (weighting factor 2)

Please provide a sample of the proposed Report layout to be used which should address the requirements detailed in 4.7

Please complete Appendix K

Assessment	Score	Scoring Indicators
Excellent	5	The submission provided is fully detailed, of excellent relevance and is fully supported by a comprehensive implementation plan and programme No omissions and / or weaknesses identified
Good	4	The submission provided is well detailed, of good relevance and is well supported by a good implementation plan and programme. Only minor omissions and / or weaknesses identified
Satisfactory	3	The submission provided is adequately detailed, of satisfactory relevance and is supported by an adequate implementation plan and programme. Some omissions / and or weaknesses identified
Limited	2	The submission provided is partially detailed, of limited relevance and supported by a limited implementation plan and programme. Several material omissions / and or weaknesses have been identified
Poor	1	The submission provided is inadequately detailed, of poor relevance and is inadequately supported by an implementation plan and programme. Major omissions / and or weaknesses have been identified
Nil response/ Very Poor	0	No response or unacceptable information provided.

SUPPLIER QUESTIONNAIRE

Instructions and Guidance Notes for Completion

- 1 The questions which follow are designed to give the Council all the information required to assess your company's capability to carry out this contract, the information provided should reflect as closely as possible the specification / scope of Work.
- 2 All questions should be answered in the spaces provided. **DO NOT** alter the layout of the form in any way OR print/write details outside the boxes provided. All writing must be clear and legible. **The Council reserves the right to exclude or award zero marks to those applicants who extend their responses beyond the spaces provided or who fail to fully answer all the applicable questions.**
- 3 Only where it is specifically requested should documents be enclosed and these must follow directly behind the relevant section in the Questionnaire.
- 4 Following receipt of a bona fide submission, the key personnel as listed in the returned application cannot be altered without the approval of the Council, Any substitute Personnel must have equal or greater qualifications and experience as the original team members provided.
- 5 The Council's reserve the right to contact companies' referees. Referees should be alerted in advance so as not to cause delay.
- 6 Please read all the notes in this application form. If you have any questions or need help filling in the form, please contact the procurement Manager at tenders@fermanaghmagh.com
- 7 Remember to enclose all supporting documents requested and mark each with the Quotation Reference, the name of your company and the number of the question to which it relates.
- 8 Please ensure that you complete the Declaration at the end of this document before returning the form and any enclosures.
- 9 The provision of false or misrepresented information will result in your application being rejected.

A. Company Information

In this section we ask for basic information about your company.

The details must be of the Company or Division which will have direct responsibility for carrying out the contract i.e. NOT the Parent or Holding Company.

If any of this information changes after you have sent us your application you must let us know immediately.

1 Please provide company details and the main point of contact for the duration of this contract.

Company Name	
Address	
Telephone Number	
Fax Number	
Contact Name	
Contact e-mail	
Job Title	
Mobile Number	

NOTE – If the Company detailed above is a subsidiary or division etc of another Organisation, Company or Region etc then the details must be of the Company or Division which will have direct responsibility for the contract, particularly in respect of the financial and experience information requested below.

Please provide full details for any partner to be used in the fulfilment of this Contract

Company Name	
Address	
Telephone Number	
Fax Number	
Contact Name	
Contact e-mail	
Job Title	
Mobile Number	
Partner Practise / Contingency arrangements	

B. Eligibility and Professional Conduct

We will use the information you supply here to assess whether your firm is eligible for carrying out the requirements of the contract in question

- 1 Has the applicant (Company/Partnership/Individual) any bankruptcy, insolvency administration or receiving orders against it?

YES ☐ NO ☐

If "yes", please give details below:

2. Has either the Company/Organisation or any of its directors or partners, associates or the company secretary been convicted of a criminal offence relating to the conduct of their business or profession?

YES ☐ NO ☐

If "yes", please give details below:

3. Has either the Company/Organisation or any of its directors, partners, associates or the company secretary committed an act of grave misconduct in the course of their business or profession?

YES ☐ NO ☐

If "yes", please give details below:

4. Has the Service Provider or any its directors, partners or employees been convicted of any offence in connection with the cruelty of animals?

YES ☐ NO ☐

- 5 Does the Company/Organisation have any outstanding obligations relating to the payment of taxes and social security contributions under the law of any part of the United Kingdom or the EU member state in which the organisation is established.?

YES NO

- 6 Does your Company/Organisation or any of its senior members have any outstanding debts with any Local Authority e.g. Non Domestic Rates or Trade Refuse Charges?

YES ☐ NO ☐

If "yes", please give details below:

Financial Standing

*We will use the information you provide in this section to assess your firm's economic position.
Failure to submit this information may result in your quotation being rejected.*

Payment by BACS

If you become a contractor to the Council, we would like to pay you through the BACS system direct into your bank or building society account. If you should be awarded a contract, you will be required to provide the lead Councils with your Bank Account Details to enable payments to be made.

Please ensure that you supply the requested Financial information - Letter from Bank or Auditor and audited accounts for last 3 years along with unaudited accounts for current year.

- 1 Has the applicant firm withdrawn from a contract prematurely within the last 3 years due to an inability to provide the service?

YES ☐ NO ☐

- 2 Has the applicant firm had to pay financial penalties, had payment deducted from monies arising or had a contract prematurely terminated due to failure to perform in accordance with contractual obligations during the last 3 years?

YES ☐ NO ☐

If the answer to questions 1 or 2 is yes, please provide details.

QUESTIONNAIRE DECLARATION

I/We certify that as far as I/we know, the information supplied within this questionnaire is accurate. I/We understand that if I/We give false information I would not be considered for inclusion on the quotation list for this contract.

SIGNED: _____ POSITION: _____ ADDRESS: _____ TEL NO: _____ MOBILE NO: _____ EMAIL: _____	NAME: _____ COMPANY: _____ FAX NO: _____ WEB: _____ DATED: _____
---	---

Before submitting your application, please make sure you have:

- 1 Answered all questions appropriate to your application**
- 2 Signed pages where applicable**
- 3 Enclosed relevant documents (if applicable)**

FORM OF TENDER **TENDER FOR THE PROVISION OF VETERINARY CARE** **SERVICES FOR WESTERN REGION UNDER THE WELFARE** **OF ANIMALS (NI) ACT 2011**

***All costs are to be provided in sterling and be exclusive of vat if applicable.**

I/ We offer to provide Veterinary Care services in line with the prices detailed below

Requirement	Costs (Prices excluding vat)
Call out Fee to include travel no additional travel will be paid (only applicable to an onsite visit)	£
Hourly rate from arrival on site which is inclusive of all costs and includes all work undertaken onsite. (Time period 08:00-21:00)	£ Per hour
Hourly rate "Out of Hrs" which is inclusive of all costs and includes all work undertaken onsite (Time period 21:00-08:00)	£ Per hour
Daily Rate maximum that will be charged for work onsite irrespective of hours between 0800- 21:00 Monday – Sunday inclusive. which is inclusive of all costs and includes all work undertaken onsite	£
Cost of single Certification (per 1-3 seizures)	£ Per single Cert
Cost of Certification for multiple animal seizures (4 or more animals seized)	£ Total cost for Certs
Cost of single Veterinary report (minimum 300 words and maximum 600 words) including delivery charges	£ Per report
Cost of single Veterinary Witness Statement of Evidence including delivery charges	£ Per Witness Statement
Disposal of Small dead Animals from practice	£ Per animal

Signed _____

Duly authorised
to sign for and
on behalf of _____

Date_____

For information –Small animals are for example cats and dogs of any size, birds, guinea pigs, hamsters, ferrets, rabbits, reptiles etc .Large animals are for example donkeys, horses etc

Farmed animals as defined in Section 45(2) of the Welfare of Animals Act (NI) ARE EXCLUDED FROM THE TERMS OF THIS QUOTATION.

Optional Prices, these may or may not be used as part of the contract and may be administered onsite, at practice or at Care Provider Centre as directed

Cost to routine vaccinate a dog	Per animal
Cost to vaccinate a dog for Kennel Cough	Per animal
Cost to vaccinate a Horse	Per animal
Cost to vaccinate a cat	Per animal
Cost to micro chip a Horse	Per animal
Cost to micro chip a Dog	Per animal
Cost to micro chip a Cat	Per animal
Cost of Worming Large Animal	Per animal
Cost of Worming Small Animal	Per animal
Cost of flea treatment Large Animal	Per animal
Cost of flea treatment Small Animal	Per animal
Cost of Lice treatment Large Animal	Per animal
Cost of blood sample (incl postage to lab)	Per animal
Cost of Faecal sample (incl postage to lab)	Per animal
Cost of Xray small animals	Per animal
Cost of Skin scrape (incl postage to lab)	Per animal
Cost of dental treatment Large Animal	Per animal
Cost of dental treatment Small Animal	Per animal

Schedule of costs for possible Veterinary drugs listed below (not an exhaustive list) or equivalent . If using equivalent please state name with cost. These or equivalent may or may not be used as part of the contract.

VETERINARY DRUG Name	Cost
Narketan -10mls	
Dermisol Cream 30 grams	
Dermisol Cream 100 grams	
Dermisol Solution 340mls	
Torbugesic 10mls	
Domitor 10mls	
Norclav tablests * 50* 250mg	
Canaural 15mls	
Canaural 25mls	
Epi Otic Ear Cleaner 125ml	
Euthatal 100ml	
Sedalin Oral Gel	
Bottle of domidine 10ml	
Fucithalmic eye 3grams	
Betamox LA 100ml	
Carprieve 5% small animal solution for injection * 20ml	
Antisedan * 10ml	



Fermanagh & Omagh
District Council
Comhairle Ceantair
Fhear Manach agus na hÓmaí

Appendix A

Fermanagh and Omagh District Council Mandatory Exclusions – Tenders (Appendix A)

Regulation 23 of the Public Contracts Regulations 2006

The public sector and procurement Directives, as implemented by the Public Contracts Regulation 2006, include a mandatory requirement for contracting authorities to exclude economic operators (Suppliers, Contractors, Consultants and Service providers) from public contracts where they have been convicted of certain offences.

A contracting authority may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed if it considers it needs such information to decide on any exclusion referred to.

Please indicate below whether your firm or any of its directors, partners or any other person who has powers of representation, decision or control, have been convicted of any of the following offences (including those which are spent within the meaning of the Rehabilitation of Offenders Act 1974):

1. Conspiracy within the meaning of section 1 or 1a of the Criminal Law Act 1977 or article 9 or 9a of the Criminal Attempts and Conspiracy (Northern Ireland) order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/ JHA
2. Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906
- 3a. The offence of bribery, where the offence relates to active corruption;
- 3b. Bribery within the meaning of section 1 or 6 of the Bribery Act 2010
4. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:-
 - the offence of cheating the Revenue;
 - the offence of conspiracy to defraud;
 - fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978 or the Theft (Northern Ireland) order 1978
 - fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006
 - defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or

- destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968, or Section 19 of the Theft Act (Northern Ireland) 1969
- Fraud within the meaning of Section 2, or 3 or 4 of the Fraud Act 2006
- Making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of Fraud Act 2006

5. Money laundering within the meaning of Money Laundering Regulations 2003

- 6a. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State
- 6b. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996
- 6c. An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- 6d. any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Any convictions to be declared: (*Please circle as appropriate*)

YES

NO

Signed: _____

Dated: _____



**Fermanagh and Omagh District Council
Fair Employment and Treatment (Northern Ireland)
Act 1998 – Tenders (Appendix B)**

Article 64 of the Fair Employment and Treatment (NI) Order 1998 ("The Order") provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.

2. An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62 (1) of the Order, has been served with a notice by the Equality Commission stating that he is not qualified for the purposes of Articles 64 to 66 of the Order, or an employer who, by reasons of connection with an employer on whom has been served a notice to that effect, has also been served with such a notice.
3. Mindful of its obligations under the Order, Fermanagh and Omagh District Council has decided that it shall be a condition of inclusion or retention on its Approved List that a Contractor shall not be an unqualified person for the purposes of Articles 64 to 66 of the Order.
4. Contractors are therefore asked to complete and return this Declaration and Undertaking, to confirm that they are not unqualified persons and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with Fermanagh and Omagh District Council to which Article 64 of the Order applies.

I/wehereby declare that I am/we are not unqualified for the purposes of Article 64 to 66 of the Fair Employment and Treatment (Northern Ireland) Act 1998. I/we undertake forthwith to inform Fermanagh and Omagh District Council should any notice stating that I am/we are unqualified be served upon me/us by the Equality Commission.

Signed: Dated:
For and on behalf of

.....



Fermanagh and Omagh District Council
Certificate relating to Bona Fide Tender – Tenders (Appendix C)

1. The essence of submitting tenders is that the client shall receive bona fide competitive tender from all firms bidding. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive, 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.
2. We also certify that we have not:
 - (a) Communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed quote, except where the disclosure, in confidence, of the approximate amount of the quote was necessary to obtain insurance premium tenders required for the preparation of the tender ;
 - (b) Entered into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any tender to be submitted;
 - (c) Offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly or 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.
3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b, 2c above at any time before acceptance or decline of this tender.
4. In this certificate the word "person" includes any person and any body or association, corporate or unincorporate and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

I / We *have read and now understand the requirements of the tender system in relation to bona fide compliance as detailed in the attached 'Certificate Relating To Bona Fide tender'.

Signed: Dated:

For and on behalf of



Fermanagh & Omagh
District Council
Comhairle Ceantair
Fhear Manach agus na hÓmaí
Appendix D

Fermanagh and Omagh District Council Equality Declaration (Appendix D)

Declaration of Commitment to Promoting Equality of Opportunity and Good Relations

1.
 - 1.1 Under Section 75 of the Northern Ireland Act 1998 Fermanagh and Omagh District Council must have due regard to the need to promote equality of opportunity:
 - Between persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation;
 - Between men and women generally;
 - Between persons with a disability and persons without;
 - Between persons with dependants and persons without.
 - 1.2 In addition the Council must also have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.
 - 1.3 The Council is committed to fulfilling these obligations and is keen to not only to ensure that suppliers of goods and services, contractors undertaking work on behalf of the Council, and groups who receive support from the Council do not act in any way that would contravene the Council's statutory equality duties but also that they help promote equality of opportunity and good relations within their own area of work and organisation.
 - 1.4 It is therefore a condition of any offer of grant aid / support or contract for goods or services that the Chief Executive, Managing Director or other authorised person signs, on behalf of their organisation, the declaration below. This declaration will confirm that the organisation is committed to promoting equality of opportunity and good relations and will not act in any way that will undermine the Council's commitment to fulfil its statutory obligations.
 - 1.5 The Council will not enter into any contract or provide support / grant aid to any organisation which does not sign the Declaration of Commitment to the Promotion of Equality of Opportunity and Good Relations.

We (insert name of firm): _____

Recognise Fermanagh and Omagh District Council's duty to have due regard to the need to promote equality of opportunity:

Between persons of different religious belief, political opinion, racial group, age marital status or sexual orientation;

Between men and women generally;

Between persons with a disability and persons without

Between persons with dependants and persons without,

and to have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.

We undertake not to act in any way that would contravene the Council's statutory obligations and are committed to promoting good relations and equality of opportunity in all our activities (including in the recruitment, promotion and training of all our staff).

Signed by: _____

Name in block letters _____

Position in Firm: _____

Date: _____

On behalf of: _____
(name of firm)

Address: _____

Appendix E

<p align="center">Fermanagh and Omagh District Council Freedom of Information Act – Tenders (Appendix E)</p>

Bidders should be aware that the information provided in the completed tender and contractual documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by bidders will be accepted “in confidence” and Fermanagh and Omagh District Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

Fermanagh and Omagh District Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act, unless an exemption applies. Disclosure decisions will be taken by appropriate individuals in Fermanagh and Omagh District Council having due regard to the exemptions available and the Public Interest. Bidders should be aware that despite the availability of some exemptions, information may still be disclosed if the Public Interest in its disclosure outweighs the Public Interest in maintaining the exemption. Bidders are required to highlight information that they include in the tender documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular, issues concerning trade secrets and commercial sensitivity should be highlighted. Bidders are advised against recording unnecessary information.

In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, Fermanagh and Omagh District Council will **not** accept any contractual term that purports to restrict the disclosure of information held by the Council in respect of the contract or tender exercise save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with Fermanagh and Omagh District Council

Fermanagh and Omagh District Council will consult with bidders, where it is considered appropriate, in relation to the release of controversial information.

I/we have read and now understand the requirements in relation to freedom of information as detailed on the attached information sheet.

Signed:.....Dated:
 For and on behalf of

.....

Appendix F

Fermanagh and Omagh District Council

Insurance Information - (Appendix F)

Please confirm the level of Insurance cover currently in place.

1

2		Section One. Insurance.	
A. Public/Products Liability Insurance Minimum £5 million		3	Yes/No*
4	Limit of cover: Public Liability Product Liability	£ £	
Insurance company name			
Broker name and address			
Expiry date			
B. Employer Liability Insurance Minimum £10 million		5	Yes/No*
6	Limit of cover		
Insurance company name			
Broker name and address			
Expiry date			
C. Professional Indemnity Minimum £1 million		7	Yes/No*
Limit of cover		8	
Insurance company name			
Broker name and address			
Expiry date		9	

* Delete as appropriate– if No please provide further details

¹ To be completed as appropriate depending on the nature of the contract.

Signed: Date:

Duly authorised to sign for and on behalf of:

.....

In the event that your firm does not have the required level of insurance cover at the time of application, please confirm in writing that you are willing to put in place the required cover if your submission is successful. Please note evidence of Insurance cover will be required at Award Stage.

.....

.....

Appendix G

FERMANAGH AND OMAGH DISTRICT COUNCIL
TENDER CHECKLIST

To facilitate the needs of the Council in the valuation process, all proposals submitted must complete/submit the following information. Failure to supply all or any part of the requested information in the required format may result in a proposal being excluded from the evaluation process.

Included (Please Tick)

Completed and signed Tender document -

Two hard copies of the tender and one copy on CD

☐

Stage 1

Appendices A – F

- | | | |
|----|-------------------------------------|--------------------------|
| a. | Mandatory Exclusion (s) | <input type="checkbox"/> |
| b. | Fair employment and Treatment | <input type="checkbox"/> |
| c. | Bona Fide Tendering | <input type="checkbox"/> |
| d. | Equality Declaration | <input type="checkbox"/> |
| e. | Freedom of Information | <input type="checkbox"/> |
| f. | Public and Employers Liability form | <input type="checkbox"/> |
| g. | Eligibility & Professional Conduct | <input type="checkbox"/> |

Please note failure to submit appendices and evidence of registration to carry out audit work will result in a fail at this stage and your Tender will therefore not be evaluated further.

Stage 2

- Details of three similar projects one of which must relate to Local or Central Government ☐
- Details of Expertise ☐
- Health & Safety Policy ☐
- Registration with Royal College of Veterinary ☐
- Economic & Financial information ☐

Stage 3

- Price Submission details ☐
- Quality submission ☐

It is your responsibility to submit the necessary documents to enable Fermanagh and Omagh District Council to evaluate your tender. This checklist is for your guidance only.

Signed _____ Date _____

**Appendix H**

**The Bribery Act 2010.
Fermanagh and Omagh District Council
Statement of Commitment.**

Fermanagh and Omagh District Council is committed to carrying out business fairly, honestly and openly and has a zero tolerance towards bribery.

Fermanagh and Omagh District Council expects full compliance with the requirements of the Bribery Act 2010 from Councillors, Employees, Agents, Partners, **Suppliers** and Groups or Individuals applying for, or in receipt, of grant aid.

Appendix I – Relevant Experience

Project 1	
Client	[Enter text here]
Start date (mth/yr) & Contract duration	[Enter text here]
Client Contact Name, Telephone and Email Details	[Enter text here]
<p>Please use this text box to describe the project (max 1 A4 Arial font 12)</p>	

Appendix I – Relevant Experience

Project 2	
Client	[Enter text here]
Start date (mth/yr) & Contract duration	[Enter text here]
Client Contact Name, Telephone and Email Details	[Enter text here]
<p>Please use this text box to describe the project (max 1 A4 Arial font 12)</p>	

Appendix I – Relevant Experience

Project 3	
Client	[Enter text here]
Start date (mth/yr) & Contract duration	[Enter text here]
Client Contact Name, Telephone and Email Details	[Enter text here]
<p>Please use this text box to describe the project (max 1 A4 Arial font 12)</p>	

Appendix J

Contract Management**20%** (weighting factor 4)

Please provide details as to how you will provide a 24 hour per day 365 days a year emergency service with a maximum 90 minute call out to the required location in not more than 1 A4 Page, your response should include your contingency arrangements for dealing with multiple incidents and holiday cover. If you are proposing to use the services of an additional veterinary practice your submission must include a letter of agreement from your proposed contingency provider, evidence of Registration with the Royal College of Veterinary Surgeons should be provided for the contingency provider

Please use this text box to provide your response (Max 2 A4 Arial font 12)

Appendix K

Reports**10%** (weighting factor 2)

Please provide a sample of the proposed Report layout to be used which should address the requirements detailed in 4.7

Please use this text box to provide your response