



## Request for Tender

Tender for Sports Field Floodlighting Upgrade  
Program 2018

No. T-2018-013

Closing: 2pm on Thursday 29 November 2018

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## Tender Summary Information

<b>Project Title</b>	Sports Field Floodlighting Upgrade Program 2018	
<b>Issue Date</b>	Tuesday 30 October 2018	
<b>Closing Date and Time</b>	2 pm Thursday 29 November 2018	
<b>Tender Briefing/Site Inspection</b>	A pre-tender briefing will be held at "The Cottage" 1st Floor Works Depot Chiswick Road, AUBURN. 10am Thursday 15 November 2018	
<b>Tender Lodgement</b>	Responses are to be submitted via electronic lodgement through the eTendering website at: <a href="https://tenders.nsw.gov.au/wsroc/">https://tenders.nsw.gov.au/wsroc/</a>	
<b>Tender Clarification and Questions</b>	Respondents should not seek information from any person(s) or rely on any information provided by any person(s) other than the Contact person. All enquiries are to be confirmed in writing.	
<b>Tender Clarification and Questions Close</b>	1pm Friday 23 November 2018	
<b>Nominated Contact Officer for all Enquiries</b>	<b>Name</b>	Bill So
	<b>Telephone</b>	02 8757-9846
	<b>Email</b>	bill.So@cumberland.nsw.gov.au

## **Introduction**

### **The Request**

Council (the Principal) is seeking Tenders from appropriately qualified and experienced contractors, organisations or individuals for the supply and installation of a Sports Field floodlighting system in accordance with the terms and conditions of this RFT.

#### Lump Sum

The work is awarded for the contract work on a lump sum fixed price basis in accordance with the fixed lump sum provisions in the tender pricing schedules herein.

A brief of the extent of services required by Council is set out in Section C - Specification of this tender document.

## **Structure and Purpose of this Request For Tender**

This Request for Tender (RFT) is intended to provide Respondents with Information on Contract requirements and Council arrangements for the submission and evaluation of Tenders.

The RFT comprises of the following parts:

### ***Section A: Conditions of Tendering***

The purpose of this section is to provide instructions as to how to prepare a Tender and details that will be evaluated by Council. More specifically Section A includes:

- The requirements for the preparation and lodgement;
- An overview of the Tender evaluation method and criteria; and
- The procedures and protocols governing communication between Council and Respondents during the Tender process.

### ***Section B: Conditions of Contract***

Provides Conditions of Contract upon which an appropriate agreement with the successful Respondent will be based in accordance with the Specification in Section C of this document

### ***Section C: Specification***

Provides details of the requirements including outputs and deliverables under the Contract.

### ***Section D: Tender Offer and Returnable Schedules***

This contains the schedules that Respondents are required to complete when submitting a Tender.

## Definitions

Unless the context requires otherwise the following terms used in this RFT have the meanings ascribed to them as set out below:

<b>Act</b>	means Local Government Act 1993
<b>Closing Time:</b>	means the closing time for the receipt of Tenders as set out in the Contract Summary Information page.
<b>Conditions:</b>	means the conditions of tender set out in Section A of this RFT.
<b>Conforming Tender:</b>	means a Tender that complies with all sections of this RFT.
<b>Contract:</b>	means the agreement concluded between the successful Respondent and Council, including all special conditions, specifications, and other documents incorporated with and forming part of this Contract and includes the standing offer constituted by the acceptance of the Respondent's tender for the term set out in the Tender RFT.
<b>Contract Pricing</b>	means the pricing shown in the Price Information Schedule submitted with the Tender.
<b>Contract Term:</b>	means the contract duration as defined in Section B.
<b>Council</b>	means Cumberland Council.
<b>Goods:</b>	means the item(s) which the Respondent is required to provide to the Principal under the contract as detailed in the RFT.
<b>Intellectual Property</b>	means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property organisation of July 1967.
<b>Late Tender:</b>	means a Tender received by the Council after the Closing Time.
<b>Nominated Contact:</b>	means Council's "Nominated Contact Officer" as set out in the Contract Summary Information page.
<b>Non-Conforming Tender:</b>	means a Tender other than a Conforming Tender.
<b>Principal:</b>	means Cumberland Council.
<b>Principal's Representative:</b>	means the officer nominated by and representing the Principal for the purposes of the Contract.
<b>Regulation</b>	means Local Government (General) Regulation 2005
<b>Request for Tender (RFT):</b>	means the Council's documentation requesting the provisions of goods/services/works from suitably qualified Respondents.
<b>Services:</b>	means the services which the Respondent is required to provide to the Council under the Contract as detailed in the RFT.
<b>Successful Respondent:</b>	means the Respondent accepted by Council to provide the Goods/Services.
<b>Summary Information:</b>	means the Contract Summary Information page of this RFT.
<b>Respondent:</b>	means the entity replying to the RFT

## **Sections**

Section A: Conditions of Tendering

Section B: Conditions of Contract

Section C: Specification

Section D: Tender Offer and Returnable Schedules

Schedule of Rates & Amounts

Schedule of Quantities

Annexures to the General Conditions of Contract

Attachments



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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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## **Section A: Conditions of Tendering**

### **A1 Conditions of Tendering**

Lodgement of a Tender is evidence of the Respondent's agreement to comply with the Terms and Conditions for the duration of any contract awarded as a result of the Tender process. If a Respondent fails to comply with the Council's Terms and Conditions of Tendering, the Council may take the failure into account when considering this or any subsequent Tender from the Respondent, and may pass over the Tender.

#### **A1.1 Tender Briefing/Site Inspection**

##### ***Mandatory Tender Briefing***

A Mandatory Tender Briefing is required. Please refer to the Tender Summary Information page for the date, time and address

Failure to attend this Mandatory Tender Briefing will leave the Respondent ineligible to Tender

Please confirm with the Contact Officer nominated in the Tender Summary Information page of this document by the specified deadline.

The purpose of the meeting will be to brief prospective Respondents on important aspects of the Tender, to clarify any aspects of the Tender Documents, briefly advise on and review any addenda and to respond to queries.

Responses to questions, any changes to the documentation, or important issues covered at the meeting will be notified in accordance with section A1.5 Clarification of RFT of the Conditions of Tendering.

#### **A1.2 How to prepare your tender response**

- a) Carefully read all sections of this document.
- b) Ensure you understand the Requirement of this RFT.
- c) Complete and return the Tender Offer and Returnable Schedules including all attachments. The submission must be written in English.
- d) All pages must be numbered consecutively and the Tender must include an index; and,
- e) Make sure you have signed the Tender Offer and Returnable Schedules.
- f) Lodge your Tender before the Closing Date and Time.

#### **A1.3 Contact Person**

Respondents should not seek information from any person(s) or rely on any information provided by any person(s) other than the Contact Person nominated in the Tender Summary Information page of this document.

#### **A1.4 Amendments to the RFT/Council Rights**

The Respondent must not alter or add to the RFT documents unless required by these Conditions of Tendering.

Without limiting its rights at law or otherwise, Council reserves the right in its absolute discretion to do one or any combination of the following:

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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- a) Prior to the closing date by notice to each Respondent, defer the closing date or any other date under this tender; or
- b) Vary, amend, change or modify any aspect of this Tender, in which case Council will issue an addendum to all Respondents correcting any ambiguity or mistake concerning or arising out of this tender and any such addendum will become part of this tender, prior to or after the closing date by notice to each Respondent
- c) Cease to proceed with the process outlined in this RFT for tender or subsequent process.

After the closing date by notice to each Respondent, Council may;

- a) Evaluate tenders as Council sees appropriate in the context of its requirements for the procurement;
- b) Accept all or part of a tender;
- c) Reject any tender;
- d) Accept an alternate tender;
- e) Council is not bound to accept the lowest or any tender;
- f) Obtain further information from Respondents with respect to their tender for the purposes of clarification or explanation of their tender. This includes holding interviews with some or all Respondents, including any personnel nominated by the Respondent in the Tender;
- g) All tenders lodged will become the property of Council and on no account will they be returned to Respondents.

**A1.5 Clarification of the RFT**

If the Respondent has any doubt as to the meaning of any section of this RFT or the scope of the work/specification required they should seek to clarify points of doubt or difficulty with the Contact Officer before submitting a Tender.

All requests for clarification must be submitted in writing and be directed to the nominated Contact Officer. The Contact Officer will respond in writing if response contains new or additional information and/or clarification relevant to all respondents:

- a) If a Respondent considers the subject matter of a question to be confidential and to have commercial value, it must clearly indicate this in the correspondence. Council, in its sole discretion, shall determine whether the matter raised in the question is of a confidential nature. If Council does not consider the subject matter of the question to be of a confidential nature, it shall give the Respondent the opportunity to withdraw the question.
- b) Council will ensure, however, that information proprietary to a particular Respondent remains as such.
- c) Council will respond in writing to questions submitted by Respondents as quickly as possible after receipt of the questions, however, the nature and extent of the questions will determine the timeframe within which Council will be able to respond.
- d) The Council reserves the right not to answer requests for clarifying information made prior to the Closing Date and Time. Alternatively, when submitting its tender the

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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Respondent may include a statement of the interpretation upon which it relies and upon which the tender has been prepared.

- e) Issue of addenda by Council after the Closing Date and Time as listed in the Tender summary information page.

**A1.6 Respondents to inform themselves**

The information in this RFT has been provided in good faith. It is intended only as an explanation of the Council's requirements and is not intended to form the basis of a Respondent's decision on whether to enter into any contractual relationship with the Council.

The information provided does not purport to be all-inclusive or to contain all information that a prospective Respondent may require. Respondents and their advisers must take their own steps to verify information which they use and must make an independent assessment of the opportunity described in this RFT after making such investigation and taking such professional advice as they deem necessary.

Respondents will be deemed to have:

- a) Examined the RFT and any other information available in writing to Respondents for the purpose of tendering;
- b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with this RFT and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- d) Satisfied themselves they have a full set of the RFT documents and all relevant attachments which includes all pages which are numbered consecutively and that all supplements referred to are also included.

None of the Council, the Council's members, directors, officers, employees, agents or advisors makes any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the Information within this RFT.

Neither the Council nor their professional advisors shall be liable neither for any loss or damage arising as a result of reliance on the information nor for any expenses incurred by Respondents at any time.

Any advisers or agents appointed by the Council, whether legal, financial, technical or other, will not be responsible to anyone other than the Council for providing advice in connection with the RFT.

**A1.7 Lodgement of Tenders and Delivery Method**

The Tender must be lodged by the closing date and time as stated in the Contract Summary Information page.

Tenders are to be lodged by electronic lodgement at the following website:

<https://tenders.nsw.gov.au/wsroc/>

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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Should the Respondent experience any technical difficulties in lodging its Tenders via the prescribed electronic manner, they are to avail themselves to the technical support provided by contacting:

*NSW Procurement Service Centre – 1800 679 289.*

Please note that:

- a) Manual Submissions will not be accepted.
- b) Tenders received via electronic transmission other than through the website stated in clause A 1.7 (a) will not be accepted. Such action would result in an unfair competitive advantage to any of the Respondents and/ or tender integrity process is compromised.

**A1.8 eTendering Conditions**

NSW eTendering is the electronic Tendering system used for the electronic publication of information in regards to this RFT, including the RFT documentation, issue of Tender notifications and addenda and, to accommodate the electronic submission of Tender responses.

Submissions lodged electronically will be treated in accordance with the NSW Electronic Transactions Act 2000, and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.

Respondents lodging a Tender electronically must accept conditions shown on the electronic Tendering website which include conditions with regards to file types and file sizes acceptable. Please review the terms and conditions with regards to the eTendering system prior to uploading your Tender response.

Council may not consider Tender responses that cannot be evaluated due to being incomplete or the electronic file is corrupt.

Electronic lodgement must be 'fully complete' by closing date and time. The electronic link will cut off right on closing time and if your submission is not complete, it will be deemed as a late submission and will not be considered.

Tenders received via electronic transmission other than through the website stated in clause A 1.7 (a) will not be accepted.

Files must be checked by a reputable virus scanning application prior to submission and be found to free from virus malicious code or other properties (including executable code) that may compromise Council's IT environment.

All addenda will be posted onto the NSW eTendering site. At such time the registered applicants will receive a notification of the addenda via email.

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.9 Acceptance of tenders**

Unless otherwise stated in this RFT, the Tender may be accepted by Council either wholly or in part. The Council is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

No legal or other obligation will arise between a Respondent and the Council in relation to the conduct or outcome of the tender process unless and until an agreement has been executed.

The Tender and the acceptance thereof shall constitute a binding contract between the Council and the Respondent on and subject to the terms of the:

- Formal Instrument of Agreement
- Successful Letter
- Conditions of Contract ;
- Request for Tender document (including attachments and any Addenda), except and Sections, components or Attachments specifically excluded from forming part of the contract;
- Respondent's Offer Received
- Any other documentation forming part of the contract as agreed in writing between the parties

**A1.10 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the closing date and time; or
- b) It is not submitted at the place specified in the RFT;
- c) It is not a conforming RFT.

**A1.11 Evaluation Methodology**

Tender Responses will be evaluated against the evaluation criteria set out in Section A1.14 of this RFT.

Tenders are evaluated by a Tender Evaluation Panel comprised of relevant staff.

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.12      General Evaluation Considerations**

Information provided by the Respondent in its response to Section D of this RFT will be the basis of the evaluation of these criteria. Respondents are advised to respond clearly to all of the requirements listed in Section C of this RFT in its response to Section D of this RFT.

Those evaluation criteria designated as Compliance Criteria are evaluation criteria that **MUST** be met by the Respondent. A Tender Response that fails to fully comply with those evaluation criteria may be excluded from further consideration.

Weighted evaluation criteria are evaluation criteria which will be taken into account by the Tender Evaluation Panel when conducting an overall value for money assessment of the Tender Response. Failure to fully comply with those evaluation criteria may reduce the Respondent's overall score.

Council may, in its sole discretion, seek clarification from any Respondent regarding information contained in the Tender Response and may do so without notification to any other Respondent.

The quality and the format of the Tender Response will be taken into account in evaluating the Tender Response.

**A1.13      Evaluation Criteria**

Tenders will be evaluated using information provided in the Respondent's tender. As part of this process Respondents may be called upon, at their expense, to make a presentation of their proposal to Council.

Tenders will be assessed against both Compliance and Weighted Evaluation Criteria.

Tenders will be assessed using a weighted scoring process based on information provided with the Tender.

***Compliance Evaluation Criteria***

Compliance criteria are specified in this document and will not be point scored. Each submission will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the tender from further consideration.

The following compliance criteria will be used for this category in the evaluation of Tenders submissions received for this RFT (see Section D Schedule 2):

- a) Satisfaction of Insurance Requirements
- b) Key Qualifications / Accreditations / Licences as per NSW Requirements
- c) Quality Management System
- d) Work Health and Safety System
- e) Environmental Management System

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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***Weighted Evaluation Criteria***

The following weighted evaluation criteria will be used in the evaluation of Tenders submissions received for this RFT:

- a) Schedule of Pricing Information (see Section D Schedule 3)
- b) Demonstrated experience through a successful track record of providing similar services as requested in this RFT (see Section D Schedule 4)
- c) Demonstrated knowledge, skills and experience of proposed professional, technical and other staff applicable to the contract (see Section D Schedule 5)
- d) Methodology to be utilised in delivering services in accordance with the requirements stipulated within Section C of the RFT for Tender document, including engagement, allocation of resources, communication and reporting processes (see Section D Schedule 5)

**A1.14 Alternative or Non-Conforming Tenders**

The Council reserves the right to accept an Alternative Tender.

If a Respondent wishes to submit an Alternative Tender it must also:

- a) Submit a conforming Tender; and
- b) Submit a separate Alternative Tender; and

Council may, at its absolute discretion, consider an Alternative Tender; however it is not obliged to do so.

Alternative tenders will not be considered in the absence of a conforming tender also being submitted.

**A1.15 Departures, Clarifications and Assumptions**

The Respondent is to declare and detail any Departures, Clarifications or Assumptions that have been taken into account and included in its response to the RFT in Schedule 1 – Section D.

These Departures, Clarifications or Assumptions can address any conditions or positions in the Conditions of Contract or requirements as detailed in the Specification supplied that are material to the response. The detail provided must fully describe and price any conditions, qualifications, or departures from the specification for the Alternative or Non-Conforming Tender.

Submissions will be considered as complying with all terms and conditions of the Tender, the Conditions of Contract and the Specification unless expressly noted in Schedule 1 – Section D.

**A1.16 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of 60 days from the closing date and time unless extended by mutual agreement between the Council and the Respondent(s) in writing. Respondents may withdraw its Tender at any time after the expiration of the Tender Validity Period.

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.17      Variation of Tender**

- a) Before the Council accepts any of the received Tenders, a person who has submitted a Tender may, subject to subparagraphs below, vary the Tender:
  - (i) by providing the Council with further information by way of explanation or clarification, or
  - (ii) by correcting a mistake or anomaly.
- b) Such a variation may be made either:
  - (i) at the request of the Council, or
  - (ii) with the consent of the Council at the request of the Respondent within two days of the closing date and time, but only if, in the circumstances, it appears reasonable to the Council to allow the Respondent to provide information or correction.
- c) If a Tender is varied in accordance with section A1.18, the Council will notify in writing all other Respondents that have the same or similar characteristics as the varied Tender, and provide them with the opportunity of varying its Tenders in a similar way.
- d) The Council will not consider a variation of a Tender if the variation would substantially alter the original Tender.

**A1.18      Identity of the Respondent**

The identity of the Respondent and the Contractor is fundamental to Council. The Respondent will be the individual, individuals, corporation or corporations named as the Respondent in whose execution appears on the Tender Offer Form in of this RFT.



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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.19      Tendered Price**

The price(s) outlined in the Tender must quote all prices **exclusive of GST**.

The price(s) tendered will be what the Council will be required to pay pursuant to the Contract and must include all costs associated with the Contract.

The price tendered should be firm for the duration of the contract.

The Respondent must provide its Australian Business Number (ABN), or, if it does not have an ABN, the reason for not having one.

Payments between Council and the Respondent will be exclusively in Australian dollars (AUD).

**A1.20      Conditions of Contract**

Tenders will be deemed to have been made, on the basis of, and to incorporate Conditions of Contract as provided in Section B - Conditions of Contract of this RFT and based on Section C – Specification.

**A1.21      Ownership of Tenders**

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Tender will become property of the Council and will not be returned to the Respondent at the conclusion of the Tender process. The Respondent will be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

The Respondent does not acquire intellectual property rights in the RFT documents. Respondents shall not reproduce any of the RFT documents in any material form (including photocopying or storage in any medium by electronic means) without the written permission of the Council other than for use strictly for the purpose of preparing Tenders.

**A1.22      Registration or Licensing of Respondents**

Where an RFT requires that a Respondent to be registered or licensed to carry out the work described in the RFT, the Respondent shall state in the appropriate Response Schedule, its registration or licence number. The Tender may not be considered if the Respondent fails to provide such registration or license number.

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.23      WHS Obligations**

Lodgement of a Tender will itself be an acknowledgement and representation of requirements in relation to Work, Health and Safety, that the Respondent will comply with all relevant legislation and agrees to provide periodic evidence of compliance, and give access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.

The Contractor must be registered and approved with BNG Contractor Services prior to works commencing. All costs for registration must be met by the supplier. Registration and approval must be maintained for the duration of the contract.

BNG contact details

[conserve@bngconsulting.com.au](mailto:conserve@bngconsulting.com.au)

Tel: (02) 8883 1501

Fax: (02) 8883 1502

[www.bngconserve.com.au](http://www.bngconserve.com.au)

**A1.24      Jurisdiction**

The Goods/Service, the RFT and the final Contract Documents will be governed by the laws of New South Wales. By lodging a Tender the Respondent irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

**A1.25      Costs of Tender**

Respondents remain responsible for all costs incurred by them in connection with its Tender whether before or after the submission date and whether incurred directly by them or their advisers regardless of whether such costs arise as a direct or indirect consequence of amendments made to the RFT by the Council. For the avoidance of doubt, the Council shall have no liability whatsoever to Respondents for the costs of any negotiations conducted in the event that the Council decides not to accept any Tenders.

**A1.26      Canvassing of Officials**

Any Respondent who solicits or attempts to solicit support for its Tender or otherwise seeks to influence the outcome of the Tender process by:

- a) offering of any inducement, fee, or reward, to any member or officer of the Council, or any person acting as an adviser for the Council; or
- b) canvassing any persons referred to in this document; or
- c) contacting any Council Officer of the Council about the RFT or any process relating thereto,

will be disqualified from involvement in the RFT process (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Respondent may attract), at the Council's discretion.

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.27 Confidentiality**

The Council makes information available on condition that it is treated as confidential by the Respondent and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a Tender to be made, for example by disclosure by a Respondent to its insurers or professional advisers, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Council) to keep such information confidential. Other than specified above, or as required by law, and save insofar as the information is in the public domain, Respondents shall not make any of the Information available to any other parties in any circumstances without the prior written consent of the Council nor use it for any purpose other than that for which it is intended.

**A1.28 Statement of Business Ethics**

Council is committed to the highest standards of honesty, fairness and integrity in all its business dealings. Council's Statement of Business Ethics sets out the standards of behaviour that Council expects from its private sector partners. These standards of behaviour relate to fair, ethical and honest dealings with Council, and ensuring that the best level of service is provided to the community. This document is also attached to this Tender document. Breaches of this Statement may constitute grounds for termination of this contract.

The Respondent must comply with and observe the ethical principles in Cumberland Council's *Statement of Business Ethics* which is available from Council's website:

<https://www.cumberland.nsw.gov.au/council/about-council/tenders>

**A1.29 Cumberland Council Code of Conduct**

The Respondent must comply with and observe the ethical principles in Cumberland Council's *Code of Conduct* which is available from Council's website

<https://www.cumberland.nsw.gov.au/sites/default/files/2017-10/code-of-conduct.pdf>

The *Code of Conduct* specifically requires that Councillors and staff shall not seek or accept any payment, gift or benefit intended or likely to influence, or that could be reasonably perceived by an impartial observer as intended or likely to influence them to:

- Act in a particular way (including making a particular decision)
- Fail to act in a particular circumstance
- Otherwise deviate from the proper exercise of their official duties.

The Council is committed to promoting ethical behaviour. Reports of unethical behaviour, fraud, corruption, maladministration or waste can be made to Council's General Manager, Council's Public Officer or Council's Internal Ombudsman. External reporting can also be made to:

- Independent Commission against Corruption 8281 5999
- NSW Ombudsman 9286 1000
- NSW Department of Local Government 4428 4100
- Public officials reporting corrupt conduct, maladministration or waste can be protected by the *Protected Disclosures Act 1994*. This Act protects public officials who are disclosing corrupt conduct from reprisal or detrimental action and ensures disclosures are properly investigated. The Council has an adopted policy on Internal Reporting under the *Protected Disclosures Act 1994*.

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**SECTION A: Conditions of Tendering (READ AND KEEP THIS PART)**

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**A1.30 GIPAA Requirement**

The Government Information (Public Access) Act applies to information held or obtained by the Council and by other public authorities and departments of the government. Tenders may, to the extent required by that Act, be subject to disclosure.

Any failure by the Respondent to comply with any request pursuant to the Act will be considered a breach of an essential term and will allow the Principal to terminate the Contract by providing notice in writing of its intention to do so with the termination to take effect seven days after receipt of the notice. Once the Respondent receives the notice, if it fails to remedy the breach within the seven day period to the satisfaction of the Principal, then the termination will take effect seven days after receipt of the notice.

**A1.31 Non-Collusion**

Any Respondent who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Respondents; or
- enters into any agreement or arrangement with any other Respondent that it shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- causes or induces any person to enter such agreement or to inform the Respondent of the amount or approximate amount of any rival Tender for the Contract; or
- canvasses any of the persons previously discussed in connection with the Tender or the outcome of the Tender process; or
- offers, agrees, or does; pay any sum of money, inducement or valuable consideration. This being directly or indirectly to any person for doing, having done, causing, or caused to be done in relation to any other Tender or proposed Tender any act or omission; or
- communicates to any person other than the Council the amount or approximate amount of its proposed Tender (except where such disclosure made in confidence in order to obtain quotations necessary for the preparation of the Tender, for insurance or contract guarantee bonds and/or performance bonds or professional advice required for the preparation of a Tender),

may, at the discretion of the Council, be disqualified from any further involvement in this Tender process (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Respondent may attract).

**A1.32 Publicity**

Respondents must obtain the written approval from the Contact person before any disclosures relating to the Tender or the contract are made to the press or in any other public domain. Respondents must not undertake any publicity activities with any part of the media in relation to the Tender or contract without the agreement of the Council, including agreement on the format and content of any publicity.

**A1.33 Council Policies**

Respondents are encouraged to familiarise themselves with Council policies that may be relevant to the tender.

<https://www.cumberland.nsw.gov.au/council/about-council/policies-fees-and-charges>

**SECTION B: Conditions of Contract (READ AND KEEP THIS PART)**

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## **Section B: Conditions of Contract**

### **B1 General Conditions of Contract**

The General Conditions of Contract applicable to this Contract shall be AS 4000 - 1997.

AS 4000 – 1997 are deemed to form part of these documents and any pursuant Contract.

A copy of AS 4000 – 1997 may be purchased from SAI Global and it shall be the responsibility of the Tenderer to obtain a copy of the General Conditions of Contract and ensure compliance therein.

### **B2 Special Conditions of Contract**

Refer to Section C - Specifications

#### **Long Service Levy**

The Contractor shall show to Council proof of payment of the Long service Levy to the Long Service Payments Corporation at the current percentage rate in accordance with the Long Service Leave Act, prior to commencement of work under the Contract and shall make allowance for this in the Schedule.

The current levy payable is 0.35% of the Contract value. Refer to the Long Service Payments Corporation for details.

#### **Registration of Insurance and WHS Documentation**

The Contractor shall register with a third party provider selected by the Principal to ensure that it holds adequate Insurance and WHS systems in place.

- BNG Contractor Services are the Principals current provider, registration cost is \$176 annually, contact details are Frances Cruz Tel - 88831518 Fax – 88831502
- Email [conserve@bngconsulting.com.au](mailto:conserve@bngconsulting.com.au) Web [www.bngconserve.com.au](http://www.bngconserve.com.au)
- All costs for registration shall be met by the Contractor.

Registration shall be maintained for the duration of the Contract

#### **Invoices**

Invoices are to be sent to [accountspayable@cumberland.nsw.gov.au](mailto:accountspayable@cumberland.nsw.gov.au)

Invoices sent must have an official Cumberland Council purchase order number quoted to ensure payment.

**SECTION B: Conditions of Contract (READ AND KEEP THIS PART)**

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**No Guarantee of Business**

Council makes no representations, express or implied to the Contractor, as to the volume of business, which might reasonably be expected by the Contractor in the conduct of this contract. Council shall not be bound expressly or impliedly to order from the Contractor any quantity of services.

The Respondent acknowledges that Council may appoint other Respondents in respect of the Services and that where such other Respondents are appointed no objection shall be taken to such appointment by the Respondent.

The Respondent acknowledges that if not re-appointed at the end of the contract period Council may withdraw instructions or allow the Respondent to continue at its discretion.

**SECTION C: Specification (READ AND KEEP THIS PART)**

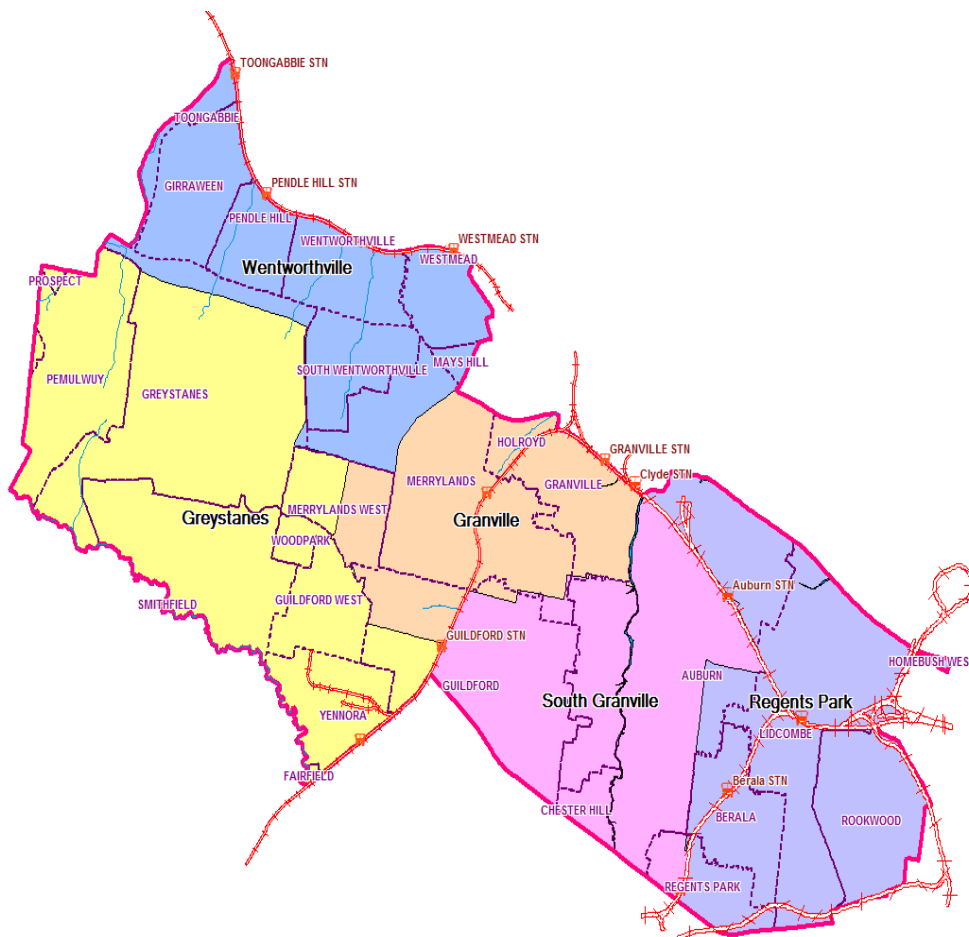
## Section C: Specification

### C1 Background

#### C1.1 Council Profile

The Cumberland Local Government Area is situated 20 km west of Sydney CBD and covers 72 square kilometres. It incorporates most of the former Holroyd City Council area, parts of the former Auburn City Council and part of Parramatta City Council. Then Council stretches 16 kilometres from the Rookwood Necropolis to Reconciliation Road in Pemulwuy.

The population of Cumberland Council is approximately 220,000 making it the fourth most populous local government area in greater Sydney.



**SECTION C: Specification (READ AND KEEP THIS PART)**

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**C2 Introduction**

The site addresses are Fairfield Road Park Fairfield Road, GUILDFORD WEST and Tait Street Park Tait Street, SMITHFIELD.

**C3 Background Information**

Cumberland Council is currently upgrading its floodlighting infrastructure to ensure that appropriate lighting lamination is in place at nominated active parks and reserves.

Council understands that there is an increasing demand for improved lighting systems from sports clubs seeking to maximise the use of its sports grounds. This is coupled with the Australian Standards for the installation and maintenance of lighting equipment which requires Council to ensure that appropriate floodlighting is in operation at all of its active sporting field for the minimum appropriate levels of illumination

**C4 Scope of Works**

Council is calling for suitably qualified and experienced Contractors for the supply and installation of a Sports lighting system. The Sports Lighting System will consist of all new luminaries and poles at each of the nominated sites and provide lighting levels of 50 & 100 lux. The total number of luminaries and poles required shall be dependent on the lighting equipment chosen to meet the specifications at each park and to reduce Council's operating costs with the preferred the lighting system selected to be energy efficient and cost effective to operate.

It is the intent of Council to tender two (2) Separable portions to cover the works across the following two parks:

1. Fairfield Road Park, Guildford West
2. Tait Street Park, Smithfield

**C5 Statement of Requirements**

Works to be undertaken at the site includes the following:

- Supply or hire of all necessary plant, equipment, labour or materials as required for the project.
- Locate and identify all existing services, Private and Public.
- Demolish, remove or dispose all items existing light poles electrical equipment not required
- Excavate, trench and dispose of any overburden or spoil
- Design, Supply, assemble and install all flood light poles and fixtures as required , including wiring, conduits, under boring and trenching to provide a fully functioning remote controlled Flood light system
- Design and supply of lighting system to meet the light level specifications.
- Lighting design computer models guaranteeing constant illumination levels on the field as per warranty requirements.
- Supply and install floodlight luminaries complete with lamps and other accessories.
- Supply and installation of all electrical components, including 3 phase panel (if required) and control panels to operate the sports field lighting.
- Supply and installation of an Electrical earth system for the pole and electrical equipment as per applicable standards.
- Supply and install control gear and supporting electrical equipment in aluminium enclosures comprising; ballast, capacitor and fuse for each luminaries and safety disconnect switch for each circuit.
- Lighting Pole internal Wire harness complete for electrical connections up to the floodlights.
- Connect into existing infrastructure including the Cloud master communication module.
- Performance Testing and commission of the system to established lighting levels.



**SECTION C: Specification (READ AND KEEP THIS PART)**

- Design and installation of certified foundation system to suit the site soil conditions.
- Provide an LED luminaries and pole option for consideration.
- The warranty shall be provided by the lighting manufacturer. Constant illumination of the installation for a period of 10 years or 5000 operating hours, whichever is earlier shall be guaranteed. The light levels shall also be warranted for this period.
- Supply all documentation including “as constructed” drawing.
- The two (2) different park sites will be tendered as Separable Portions. Council reserves the right to award any combination of one or all of the sites to different contractors.
- The detailed scope of works for the two (2) locations is described in Attachment 1 General Specifications and Survey Drawings of the contract.
- Achieve all the desired delivery dates as described in Section 2 of the Schedules.
- Undertake repairs and rectification as required within the warranty period.

**C6 Respondent Resource Requirements, Qualifications and Accreditations**

Contractors must hold all Licences and accreditations to undertake the installation of the new floodlighting system as per Australian Standards.

**C7 Project Milestones and Timelines**

Event / Task / Milestone	Details	Commencement Date	Completion Date
Commencement of Works	Possession of site	Within 10 business days of execution of Formal Instrument of Agreement	To be advised
Completion of Works	Practical Completion Certificate issued	To be advised	Within 60 business days from date of commencing work

In reference to the target delivery dates and the Separable Portions, the timing schedules are as follows;

Separable Portion A: - Fairfield Road Park Proposed completion 28<sup>th</sup> February 2019.

Separable Portion B: - Tait Street Park, Proposed completion 28<sup>th</sup> February 2019.

Please provide a program of work in days from commencement of works.

**C8 Service Levels and Key Performance Indicators (KPI's)**

1. Completion of works before the commencement of the winter football season 2019.

**C9 Value Adding Services and Innovations**

The Respondent is to detail any additional services or innovation that may add value to the contract.

**SECTION C: Specification (READ AND KEEP THIS PART)**

---

**C10 Table of Attachments and Glossary**

The attached documents are provided to be read in conjunction with Section C to provide Tenders with complete detail relating to the requirements of the Tender.

<b>Attachment No.</b>	<b>Attachment Title</b>
A	Survey Drawings Fairfield Road Park by McLeod Mc Crow Associates Pty Ltd dated April 2016
B	Survey Drawings Tait Street Park by McLeod Mc Crow Associates Pty Ltd dated May 2018
C	Cumberland Council Floodlighting Specification dated 30 March 2018
D	Cumberland Council General Requirements dated 21 March 2018

**SECTION D: Tender Offer and Returnable Schedules**

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## **Section D: Tender Offer and Returnable Schedules**

### **D1 Format of Tender Response**

The Respondent is to fully complete the Tender Offer Form and Returnable Schedules as indicated and shall retain the same format as provided by the Council.

Respondents are to input information in response to questions in the areas identified.

Council reserves the right to deem responses non-compliant and pass them over and exclude from further evaluation any responses that deviate from the format and contents requirements of the Tender Offer and Returnable Schedules contained in this Section.

Any attachments that are requested or are required to complete a response to any of the criterion contained within the following Schedules must be clearly identified on top of the attachment with the Tender number, the Respondent's name and the Schedule and criterion number to which it relates.

Attachments requested as part of this Response Schedule are to be labelled as per the directions above. Documentation and certification submitted for inclusion with Tender responses shall be free from passwords and other security encryption. Portable Document Format (PDF) is the preferred format for submissions.

### **D2 Notes Regarding Responding to this Tender**

Before responding to the following compliance criteria, Respondents must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Respondents are to assume that the Tender Evaluation Panel has no previous knowledge of your organisation, its activities or experience, only information supplied will be assessed;
- Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Respondents are to address each issue outlined within a qualitative criterion.

Submissions that do not satisfy criteria identified as Compliance Criteria may be deemed non-conforming and excluded from further participation in the evaluation process.

If company brochures are included in the submission, these are to be included as supporting documentation to a fully completed schedule, not in lieu of. Where an incomplete Schedule is submitted, the tender may be deemed non-conforming and not proceed to be further evaluated.

**SECTION D: Tender Offer and Returnable Schedules****D3 Tender Offer Form**

DATE \_\_\_\_\_ / \_\_\_\_\_ / 2018

BETWEEN Cumberland Council, 16 Memorial Ave, Merrylands NSW 2160 (Principal)

AND \_\_\_\_\_ (Respondent)

**Recitals**

- A. The Principal has invited tenders for a contract for the Supply and Installation of a new Floodlighting system at Fairfield Road Park Guildford West & Tait Street Park Smithfield to Council.
- B. The Respondent wishes to submit a tender on and subject to this offer form (Tender Offer Form) and the RFT.

**D4 Tender**

The Respondent hereby submits its tender on and subject to the RFT, including the Conditions of Tendering. The Respondent submits with this Tender Offer Form the completed Returnable Schedules and Attachments (if applicable).

Schedule	Schedule Reference	Submitted	Attachment
Schedule 1	General	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 2	Risk, Insurance and Safety Management	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 3	Price Information	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 4	Demonstrated Experience	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 5	Key Personnel Knowledge, Skills and Experience	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 6	Proposed Methodology	<input type="checkbox"/>	<input type="checkbox"/>

**D5 Formation of Contract**

The Respondent agrees that, upon execution of an agreement, a contract shall be formed between the parties on and subject to:

- Formal Instrument of Agreement;
- Successful letter
- Conditions of Contract
- Request for Tender document
- Submission received
- Any other documentation forming part of the contract as agreed in writing between the parties.

**D6 Execution of Agreement**

The Respondent agrees to execute an agreement at the direction of the Principal.

**SECTION D: Tender Offer and Returnable Schedules****D7 Variations**

The agreement may only be varied or replaced by a document duly executed by all relevant parties.

**D8 Definitions**

Terms defined in the RFT have the same meaning when used in the agreement.

**D9 Governing Law**

The agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Authorised signatory of Respondent \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS) \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

Witness Signature \_\_\_\_\_

Name of witness (BLOCK LETTERS) \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

**D9.1 Key Information – Respondent**

<b>Company Name</b>	
<b>Address</b>	
<b>ABN</b>	
<b>Contact Person</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>Mobile:</b>	
<b>Email Address:</b>	

**D9.2 Key Banking Details – Respondent**

**SECTION D: Tender Offer and Returnable Schedules**

<b>Finance Officer</b>	
<b>Office Phone</b>	
<b>Remittance Email</b>	
<b>Name &amp; Branch of Bank</b>	
<b>Account Name</b>	
<b>B.S.B Number</b>	
<b>Account Number</b>	

**Schedule 1 - General****General Criteria**

Please select with a YES or NO whether you have complied with the following criteria:

Description of General Criteria	
a) Compliance with the Specification/Scope of Works	<input type="checkbox"/> Yes / <input type="checkbox"/> No
b) Compliance with the Conditions of Tendering in this RFT.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
c) Compliance with the close of tender.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
d) Compliance with and completion of the Price Schedule.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
e) Compliance with all necessary Licences, Registrations and Accreditations	<input type="checkbox"/> Yes / <input type="checkbox"/> No
f) Compliance with Council's insurance requirements	<input type="checkbox"/> Yes / <input type="checkbox"/> No
g) Compliance with declaration of compliance and conflicts of interest requirements	<input type="checkbox"/> Yes / <input type="checkbox"/> No
h) Compliance with Work, Health and Safety Obligations	<input type="checkbox"/> Yes / <input type="checkbox"/> No
i) Read and Understood Conditions of Contract and Statement of Business Ethics	<input type="checkbox"/> Yes / <input type="checkbox"/> No

**Acknowledgement of Addenda**

I / We **[insert full name of Respondent]**, acknowledge receipt of the following:

NOTE: Complete this section only where Addenda and/or Notices have been issued. Respondents must list all Addenda and/or Notices issued by Council.

Addenda No.	Brief Description	Date Received

**SECTION D: Tender Offer and Returnable Schedules****Statement of Conformance**

The Respondent is to signify whether or not the submitted tender conforms to the requirements of the tender document by striking out below \*\* that which is not applicable.

This tender \*\*does/does not \*\* conform.

Should the tender not conform with the requirements of the tender documents, the Respondent shall list below all areas of non-conformance and the reasons for such non-conformance and shall value \* each such non-conformance so that in the event of the non-conformance being deemed unacceptable, the Contract sum can be adjusted accordingly. If the non-conformances are not priced and are deemed unacceptable, the tender may not be fully considered.

Area of Non Conformance and Reason	*Value of Non-Conformance
	\$
	\$
	\$
	\$
	\$

**Conflicts of Interest**

Description of Conflict of Interest	
Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? Supply in an attachment, details of any actual or potential conflict of interest and the way in which the conflict will be dealt with.	<input type="checkbox"/> Yes / <input type="checkbox"/> No

**Prior Termination of Contracts/Projects**

Has your organisation ever failed to complete a project/Contract?	<input type="checkbox"/> Yes / <input type="checkbox"/> No
---	--

Has your organisation ever been involved in a court case, arbitration or other formal dispute resolution procedures in relation to a contract?	<input type="checkbox"/> Yes / <input type="checkbox"/> No
--	--

If YES, please provide details and include details including reason and value of works for prior terminations.

**Organisational Profile**

Attach a copy of your organisation structure and provide background information on your company and label it Organisation Structure".	<b>"Organisation Structure"</b>	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it ASIC Company Extracts".	<b>"ASIC Company Extracts"</b>	Tick if attached <input type="checkbox"/>

**SECTION D: Tender Offer and Returnable Schedules****Agents**

Are you acting as an agent for another party?	<input type="checkbox"/> Yes / <input type="checkbox"/> No	
If Yes, provide details (including name and address) of your principal.	<b>"Agents"</b>	Tick if provided <input type="checkbox"/>
Details:		

**Trusts**

Are you acting as a trustee of a trust?	<input type="checkbox"/> Yes / <input type="checkbox"/> No	
If Yes, provide details of: The name of the trust and include a copy of the trust deed (and any related documents);and If there is no trust deed, provide the names and addresses of beneficiaries.	<b>"Trusts"</b>	Tick if provided <input type="checkbox"/>
Details:		

**Financial Position**

Is the responding business presently able to pay all its debts in full as and when they fall due?	<input type="checkbox"/> Yes / <input type="checkbox"/> No
Is the responding business currently engaged in litigation as a result of which you may be liable for \$50,000 or more (including any liability for costs)?	<input type="checkbox"/> Yes / <input type="checkbox"/> No
If awarded the Contract, will the responding business be able to fulfil the Requirements from its own resources or from resources readily available and remain able to pay all debts in full, as and when they fall due?	<input type="checkbox"/> Yes / <input type="checkbox"/> No
If and when required during the evaluation process, would you be prepared to produce the following?	
1 Two years financial statements for the Respondent and relevant related entities.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
2 List of financial referees from your bank and/or accountant.	<input type="checkbox"/> Yes / <input type="checkbox"/> No

**Schedule of Industrial Relations Information**

List the Federal and NSW awards to which the Respondent is bound:

**Enterprise, Workplace or Other Enforceable (IR) Agreements**

List the enterprise, workplace or other enforceable industrial relations agreements to which the Respondent is bound, and attach copies of those agreements to this Schedule.	<b>"IR Agreements"</b>	Tick if attached <input type="checkbox"/>
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**SECTION D: Tender Offer and Returnable Schedules****Schedule 2 – Compliance Criteria****Insurance Details**

Provide details of insurance currently held by you and any proposed sub-contractor which would be extended to provide cover for work under the Contract.

Copies of all insurance certificates are required to be submitted as part of the tender submission.

Insurance Type	Policy No.	Extent of Cover		Expiry Date	Name of Insurer
<b>Workers Compensation/Accident Insurance</b>		Per Incident \$A	Aggregate		
<b>Public Liability</b>					
<b>Plant &amp; Equipment</b>					
<b>Motor Vehicle</b>					
<b>Professional Indemnity</b>					
<b>Other</b>					

**Key Qualifications / Accreditations / Licences**

Qualification / Accreditation / Licence	Institute	Date of Issue	Expiry

**SECTION D: Tender Offer and Returnable Schedules****Quality Assurance**

<b>Question</b>	<b>Response</b>
1. Does the Tenderer have a documented quality system?	
2. Does the Tenderer have a documented and regularly reviewed Quality Policy? Attach a copy of the Policy.	
3. Is the system third party certified?	
4. If "YES", to what standard and by who is the system certified?	
5. When was the last audit of the system?	
6. Attach evidence of the 3 most recent audits undertaken by the certifying organisation.	
7. How many major and minor non-conformances were identified?	
8. If "NO" provide such evidence as is deemed necessary to demonstrate that the system is adequate for this project.	
9. What is the name, title, and phone number of the organisation's quality representative?	
10. Provide examples of quality assurance systems and/or procedures and tools/forms.	
11. Outline any Quality Assurance issue(s) (IF ANY) that may have arisen in other projects and how they were addressed. (1 page max)	

**SECTION D: Tender Offer and Returnable Schedules****WHS Contract Assessment Form**

Question	Response
1. Does the Tenderer have a documented corporate management system in place to address WHS issues?	
2. Does the Tenderer have a documented and regularly reviewed Work Health and Safety Policy? Attach a copy of the Policy.	
3. Is the system third party certified?	
4. If "YES", to what standard and by who is the system certified?	
5. When was the last audit of the system?	
6. Attach evidence of the 3 most recent audits undertaken by the certifying organisation.	
7. If "NO" provide such evidence as is deemed necessary to demonstrate that the system is adequate for this project.	
8. What is the name, title, qualifications, experience and phone number of the officer responsible for WHS management?	
9. Provide examples of WHS systems and/or procedures and tools/forms.	
10. Outline any WHS issue(s) (IF ANY) that may have arisen in other projects and how they were addressed. (1 page max)	

**SECTION D: Tender Offer and Returnable Schedules****Environmental Management Capability**

Question	Response
1. Does the Tenderer have a documented corporate management system in place to address environmental issues?	
2. Does the Tenderer have a documented and regularly reviewed Environmental Policy? Attach a copy of the Policy.	
3. Is the system third party certified?	
4. If "YES", to what standard and by who is the system certified?	
5. When was the last audit of the system?	
6. Attach evidence of the 3 most recent audits undertaken by the certifying organisation.	
7. If "NO" provide such evidence as is deemed necessary to demonstrate that the system is adequate for this project.	
8. What is the name, title, qualifications, experience and phone number of the officer responsible for Environmental Management?	
9. Provide examples of environmental management systems and/or procedures and tools/forms.	
10. Outline any environmental management issue(s) (IF ANY) that may have arisen in other projects and how they were addressed. (1 page max)	

**SECTION D: Tender Offer and Returnable Schedules****Schedule 3 – Price Information****Price Information Schedule**

Respondents must complete the attached price information applicable to the Goods / Services provided. Before completing the Price Information Schedule, Respondents should ensure they have read the entire RFT. Tendered pricing is to be GST exclusive in Australian Dollars and including but not limited to all necessary labour, materials and other disbursements.

Price		
Respondents confirmed that they have completed the Lump Sum Amount Table below for the Separable Portions	<input type="checkbox"/> Yes / <input type="checkbox"/> No	
Completed the Schedule Amounts in Appendix A	"Schedule Amounts Appendix A"	Tick if attached <input type="checkbox"/>

**SEPERABLE PORTIONS LUMP SUM AMOUNT**

Description	Lump Sum Amount (ex GST)
1. Fairfield Road Park Fairfield Road GUILDFORD WEST	

Signature of Tenderer .....

Company Name .....

Date .....

Description	Lump Sum Amount (ex GST)
2. Tait Street Park. Tait Street SMITHFIELD	

Signature of Tenderer .....

Company Name .....

Date .....

**Price Basis**

The Respondent must indicate the price basis of the tenderer is firm for the duration of the contract

The Tenderer shall provide Council with separate lump sum quotation, for the projects listed above. **Note:** These Floodlighting supply and installation projects are to be quoted separately and will be assessed as separate projects. The projects may be awarded as a single project or grouped as multiple projects.

**Validity**

Tendered prices shall remain valid for acceptance within 60 days from the closing date of the tender.

**SECTION D: Tender Offer and Returnable Schedules**

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## **Schedule 4 – Demonstrated Experience**

### **Respondent's Experience**

#### History of the Organisation

Provide a brief history of your organisation that provides an insight of the type of services you are able to provide. Provide details on the number of years in business, number of practitioners/partners in the firm/business and number of staff and scope of current activities as they relate to this RFT.

#### Local Government Experience

Describe your experience in working with Local Government clients.

#### Industry Experience

Provide details of similar projects completed and the number scoped in relation to this RFT.

#### References

The Respondent must provide information on three most recent relevant contracts entered into by the Respondent, similar in nature to this Tender.

If using the Council as a Reference, no reference to a specific Council officer should be made in the table provided below.

Please include the nature of works especially similarities to this Tender.

**SECTION D: Tender Offer and Returnable Schedules****Contract 1**

<b>Contract Description</b>	
<b>Client Organisation</b>	
<b>Type of Contract</b>	
<b>Brief description of Scope of Contract</b>	
<b>Reference Name and Phone No</b>	
<b>Key Staff managing contract and their positions</b>	

**Contract 2**

<b>Contract Description</b>	
<b>Client Organisation</b>	
<b>Type of Contract</b>	
<b>Brief description of Scope of Contract</b>	
<b>Reference Name and Phone No</b>	
<b>Key Staff managing contract and their positions</b>	

**Contract 3**

<b>Contract Description</b>	
<b>Client Organisation</b>	
<b>Type of Contract</b>	
<b>Brief description of Scope of Contract</b>	
<b>Reference Name and Phone No</b>	
<b>Key Staff managing contract and their positions</b>	

**SECTION D: Tender Offer and Returnable Schedules****Schedule 5 – Schedule of Key Personnel, Knowledge and Experience****Organisational Structure**

Please include the number of practitioners/partners in the firm/business; each practitioners/partners/general field of specialisation, qualifications and experience; period as a practitioner/partner and employee; the level of other staff employed by the firm; capacity in which each person can act along with details of your organisational structure.

**Key Personnel and Experience**

The Respondent shall provide details, including relevant specialisation, experience and qualifications of the Respondent's proposed Key Personnel. A copy of each relevant key personnel curriculum vitae is to be provided.

The Key Personnel nominated in the table below are to be available for interview if required by the Council during the Tender evaluation.

In the event that the Tender is successful, the Respondent shall be bound by the information provided in this Schedule and shall not alter the personnel used for the works without the prior written permission of the Council.

Proposed Contract Manager	
Name:	
Position:	
Specialisation:	
Qualifications/Experience:	
No of Years with Firm	

Proposed Key Personnel 2	
Name:	
Position:	
Specialisation:	
Qualifications/Experience:	
No of Years with Firm	

Proposed Key Personnel 3	
Name:	
Position:	
Specialisation:	
Qualifications/Experience:	
No of Years with Firm	



**SECTION D: Tender Offer and Returnable Schedules****Subcontractors and Consultants**Proposed Subcontractors/Consultants

Provide details of all proposed subcontractors and consultants included within the Respondents response.

Confirm (by entering 'Yes' in the third column of the table below) that the recent WHS, Environmental and Industrial Relations Management performance of each subcontractor and consultant has been reviewed by the Respondent and found to be satisfactory.

Subcontractor / Consultant work	Name and Address of Subcontractor / Consultant	Confirmation of satisfactory WHS, IR and Environmental performance

Proposed Subcontractor/Consultant Management Methodology

Please provide detail of your methodology to manage the proposed Subcontractors / Consultants.

**SECTION D: Tender Offer and Returnable Schedules****Schedule 6 – Schedule of Methodology**

Please provide detail of your understanding of the requirement of the Tender no longer than two pages (per question) in length in the response below, to demonstrate how you propose to satisfactorily perform all of the specified services (Method and Approach).

1. Respondents are to provide the methodology used to successfully complete the requirements.
2. Respondents are to provide details on their response times and capacity.
3. Respondents are to provide details on their reporting approach and capabilities.
4. Respondents are to provide details on their communication protocols.

Response – Understanding of Requirement

**Schedule of Contract/Project Information**

Submit a project plan, preferably in MS Project detailing key milestones and dates to satisfy the contract / project over its complete term. The program is to be attached to the Tender response.

**Respondent Resources**Current Commitments

Tenderer's must list ALL current projects for which it is committed during the expected timeframe of this project.

The following information must be provided for each project separately:

Project Name & Client Name/Contact Details	Principal Contractor or Subcontractor	Contract Value	Contract Period	Key Project Quantities	Brief Description of Work	Project Address

**SECTION D: Tender Offer and Returnable Schedules****Plant and Equipment**Equipment Requirements

Respondents should demonstrate their ability to supply and sustain the necessary:

- a) Plant, equipment and materials

Please compile a list below of the equipment and machinery proposed to be used to execute the works under the terms of this contract.

Make/Model	Description	Year of Manufacture	Owned or Leased

Backup Resources

Respondents should demonstrate their ability to complete the contract even in the event of the breakdown of equipment:

- a) Any contingency measures or back up of resources including personnel (where applicable).

Please provide a list below of the back-up equipment and machinery that would be available in the event of equipment breaking down.

Make/Model	Description	Year of Manufacture	Owned or Leased

**SECTION D: Tender Offer and Returnable Schedules****Value Added Services**

List the name of any businesses to be engaged for the contract from Cumberland LGA and what will they be providing

Business Name	Suburb	Goods / Service

What if any, is the percentage of your staff resides in Cumberland LGA?

Total Number of Staff	
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What policies and initiatives demonstrate your commitment to Social and Sustainable Procurement?

Do they have a policy in employing staff with disability?	Yes / No	Tick if attached <input type="checkbox"/>
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Do they have an Environmental / Green Policy	Yes / No	Tick if attached <input type="checkbox"/>
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**Additional Services**

Provide detail on any other additional services offered by the Respondent to Council, if applicable. Give details of whether the additional services are free of charge or any minimum or additional charges applicable for providing any of the services.

## **APPENDIX A - Schedule of Rates & Amounts AND Schedule of Quantities**

- Floodlighting Schedules

## **ANNEXURES TO CONDITIONS OF CONTRACT**

- Annexure Part A AS 4000 – 1997 General Conditions of Contract
- Annexure Part A AS 4000 – 1997 Separable Portion No 1
- Annexure Part A AS 4000 – 1997 Separable Portion No 2
- Annexure Part B AS 4000 – 1997 General Conditions of Contract (Deletions, amendments and additions)
- Annexure Part C AS 4000 – 1997 Approval Form
- Annexure Part D AS 4000 – 1997 Subcontractors Statement

## **ATTACHMENTS**

- General Requirements
- General Specifications
- Survey Plans – Fairfield Road Park & Tait Street Park