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| Request for Quotation No. 01/2022 |
| **Building Cleaning Services 2022 - 2026** |

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# INFORMATION TO RESPONDENTS

## About Goldenfields Water

Goldenfields Water is a single-purpose county council that has been responsible for providing water supply services to many communities in the South West Slopes and Riverina regions of NSW. Goldenfields Water’s supply system covers 22,500 square kilometres between the Lachlan and Murrumbidgee rivers. It services over 46,000 people and includes more than 2,400 kilometres of water mains (the longest in NSW).

Water is sourced from protected natural catchments at Jugiong, Oura, Mt Arthur, Mt Daylight and Hylands Bridge before undergoing a world-class purification process at either of two water treatment plants.

Currently Goldenfields Water supplies all drinking water directly to the almost 11,000 rural, residential, commercial and other properties in the local government areas of Bland, Coolamon, Junee, Temora and parts of Cootamundra-Gundagai and Narrandera.

Goldenfields Water supplies water in bulk to Cootamundra-Gundagai and Hilltops councils, which then distribute water directly to their residents (except those already supplied directly by Goldenfields Water in parts of Cootamundra-Gundagai).

## Lodgement

Complete quotations (i.e. containing all completed schedules, documents, information and details required) will be accepted until 2.00pm AEST on **Tuesday 15 March 2022**.

Quotations will only be accepted if received by the following methods:

[tenders@gwcc.nsw.gov.au](mailto:tenders@gwcc.nsw.gov.au)

Responsibility for lodgement of completed quotation documents by the deadline lies solely with the bidder. Goldenfields Water is not bound to accept the lowest quotation or any quotation submitted.

## Enquiries

All enquiries relating to the proposed contract must be directed to the nominated Project Officer, between 9.00 am and 4.30 pm, Monday to Friday. The nominated Project Officer is:

Name: Ray Graham

Position: Engineering Officer

Telephone: 02 6977 3200

Email: ray.graham@gwcc.nsw.gov.au

## Pre-tender Meeting

Goldenfields Water will hold a pre-tender meeting at 84 Parkes Street, Temora NSW 2666. The meeting will be held at **9.00am** on **Friday 4 March 2022**. The meeting is **compulsory**, and it will outline the work required and to answer any questions contractors have regarding the tender requirements. Contractors must notify the Project Officer by close of business **Monday 28 February 2022** if they are attending**.**

## Respondents to Note

In the preparation and submission of the quotation and without limiting the respondent’s obligations, the respondent shall:

* submit a bid which includes all *Schedules* including the *Bidders Declaration* *Schedule* and any other declaration required completely filled in and signed, together with any other documents, information and details necessary to make the quotation complete;
* not submit a quotation without a firm intention to proceed;
* not engage in any form of collusive practice; and
* not directly or indirectly canvass support from an elected member or employee of Council at any time.

## Evaluation

Goldenfields Water is not bound to accept the lowest quotation or any quotation submitted. Goldenfields Water, in its discretion, will accept the quotation that it determines provides best value for money.

Quotations will be assessed on the following assessment criteria:

* Price
* Capability, methodology and experience
* Capability to service the proposed contract

## Documentation Format

Goldenfields Water operates an electronic document management system. As we are committed to working electronically the provision of all documents and communications, throughout the quotation and contract periods, in an electronic version in Microsoft Office format would be appreciated.

## Privacy and Personal Information Protection Notice

Respondents are advised that all (if any) personal information required to be provided with their quotation submission is intended only for use by Goldenfields Water staff. The purpose being for the assessment of quotations. The information will be stored in accordance with the requirements of the *State Records Act 1998*.

## Conflicts of Interest

Goldenfields Water reserves the right not to accept a quotation where a conflict of interest exists for any reason.

# PROJECT SPECIFICATION

## General

These specifications are intended to define the minimum cleaning requirements, standards and cycle of cleaning attendances to ensure the minimum level of the service under this contract.

The contract includes the following types of services:

**General Cleaning**

* Establishment of a Management System by the Service Provider to deliver responsive cleaning services to maintain facilities to the minimum requirements and standards;
* Provision of regular cleaning (daily) for facilities;
* Provision of programmed cleaning (major periodical cleaning) for facilities; and
* Provision of cleaning service manuals and register (log book).

## Schedules of attendance and cleaning standards

Cleaning must conform to a standard which ensures that the required cleanliness standards for each task are met as set out in the cleaning standards for each task.

The Service Provider shall not depart from the schedule without discussion and approval to such departure from the Goldenfields Engineering Officer.

The Service Provider shall be entirely responsible for the accurate determination of the full extent of the works involved under this Contract.

## Consumables

The Principal will supply the following consumable items associated with toilets, being paper towels, hand soap, toilet paper and urinal cakes. The Service Provider will supply all other consumable items such as bin liners, cleaning products, detergents and antiseptic cleaners.

The Service Provider will ensure that toilet paper, paper towels and soap are adequately supplied and replenished at all times to all facilities under this Contract.

The Principal will supply cleaning products such as ‘spray and wipe’, sponges, scourers and washing up detergent for the **kitchen areas only**.

Consumable requisitions shall be made to the Goldenfields Engineering Support Officer who will issue goods from the GWCC store.

## Opening and closing buildings and hours of cleaning

The Service Provider will carry out services during the hours indicated and must ensure minimal impact on the operations of each facility. It will be the Service Provider’s responsibility to open and close all buildings under this Contract in accordance with section 4, General Specification.

## Hours of cleaning

The hours of cleaning will be as identified against each facility as detailed in section 4, General Specification.

## Building security

The Service Provider will be supplied with keys and security passes which will allow access to all relevant Goldenfields Water buildings. These **must** be returned to the Engineering Officer at the end of the contract, failure to return these will result in the contractor being sent an account to re-key the whole system. The Principal employs security officers who will regularly visit the buildings after office hours, however it is the Service Provider’s responsibility to ensure that the building is secure during and after completion of cleaning work and any alarm systems activated. All false security alarms attended by Goldenfields contracted security personnel or staff, as a result of the cleaner negligence will be documented in the Log Book and may trigger non-conformance/corrective action request.

The Service Provider will take care to ensure the economic operation of the building’s lighting system during the performance of this contract and will be responsible for the securing of all lights, electrical apparatus etc. within the building and to comply with any direction from the Goldenfields Water Project Support Officer in this regard.

## Defective lighting notification

The Service Provider will be required to immediately notify the Goldenfields Engineering Officer by email the next working day of any faulty globes and/or fluorescent tubes within the building generally. This will include any lighting apparatus usually lit at the time of cleaning. Details shall also be entered into log book.

## Damage by vandals etc.

The Service Provider will be required to immediately notify the Goldenfields Engineering Officer by email the next working day, of any damage to the building generally. This will include any area of the building cleaned by the Service Provider. Details shall also be entered into log book.

## Additional cleaning

The Service Provider may be requested to consider cleaning additional buildings to those nominated within the specification. Should the Principal require the cleaning of additional buildings, the Service Provider will be asked to submit prices for the services required. Where mutual agreement can be reached in this regard the additional buildings will be added to the Specification for Council Buildings.

## Compliance with Goldenfields Water policies

Employees of the Service Provider are to comply with the Principal’s policies and in particular:

* Any personnel of the Service Provider employed under this Contract shall maintain confidentiality in regards to any matter of the Principal which may come to notice, by entering into a confidentiality agreement. No employee shall take, copy or remove any item of information or matter whatsoever;
* No personnel shall consume alcohol or drugs on the premises or be affected by alcohol or drugs previously consumed;
* No personnel shall use plant items for personal use;
* Policies on Work Health and Safety (WHS); and
* Code of Conduct
* COVIDSafe operation

All staff must be inducted to each site and wear appropriate personal protective equipment (PPE) at all times. Any change in staff (or sub Service Providers) must be approved by the Principal to ensure WHS requirements are maintained at all times.

## Quality assurance

A log book will be provided by the Service Provider at each facility in which complaints and matters requiring attention will be listed by the occupiers of the building. The log book must meet the satisfaction of the Goldenfields Water Project Support Officer.

The Service Provider will provide a Cleaning Services Manual for each facility within four weeks of commencing services. This manual must be contained within a sturdy and clearly recognisable ring binder. The service manual must contain as a minimum the following:

### Service Manual

### A detailed site work plan of the regular, programmed and other cleaning activities at each facility

* Site assessment and work method statements
* A detailed daily and periodical cleaning schedule
* A service provider daily register
* A register of cleaning materials
* Site-specific WHS Management Plan and site safety rules
* Safety data sheets
* Daily cleaning log; and
* Carpet cleaning verification details.

### Site Communication Book

The cleaning communication book shall include:

* The communication book (Log book) is to register cleaning issues. It must include space to allow the recording of facility staff or Service Provider cleaning issues, which require attention by either party. It must also include a space to allow the recording of actions taken by the Service Provider and the outcomes;
* The Service Provider employee must refer to the communication book each day and respond to or action items therein. The Service Provider will be required to liaise with facility staff if any entries in the book need to be clarified;
* The Service Provider will record details of issues requiring attention relating to damage to the facility, maintenance or repairs, security or safety at the facility; and
* The Service Provider and/or its representative(s) must record all visits to the facility in the Cleaning Communication Book.

Typical items that may be recorded in the book are:

Goldenfields Engineering Officer:

* Notification of an after-hours function;
* Notification of the need for extra cleaning of specific areas;
* A request for the head cleaner to discuss a particular cleaning issue with them;
* Comments on cleaning standards; or
* Notification of cleaning matters requiring attention.

Service Provider’s Representatives and/or Service Provider’s employees:

* Confirmation of work that has been carried out as requested;
* Details of site visits by management; or
* Providing the facility with the current names and contact numbers of the Service Provider’s personnel. In addition to the above the Service Provider must also include a copy of the maintenance or repairs issues in the Maintenance Service Manual and the Service Provider must notify the Goldenfields Engineering Officer immediately of any maintenance requirement or damage to the facility that requires urgent attention.

It will be the responsibility of the Service Provider to meet as required with a nominated person at each building to ensure a quality service is provided.

## Daily Cleaning Log

The service provider will complete a daily cleaning log which will as a minimum outline the following:

* Time of attendance
* Time that the building has been left
* Tasks undertaken on that day
* Who was in attendance

The service provider will provide an example daily log as part of the service manual.

The Daily log for each building will be left with the communication book at the conclusion of each days clean, and will be used to verify works undertaken.

## Supplier Performance Management

The Service Provider must provide the services in accordance with the contract. All services performed by the Service Provider are to be carried out in accordance with the cleaning specification and performance standards.

The Service Provider will:

* Maintain a log (communications) book at each site as detailed above; and
* Feedback will include non-conformance reports from sites.

If the Principal considers the Service Provider has not delivered the specified standard of service or delivered the specified services then the Principal must notify and resolve the matter with the Service Provider at site level in the first instance.

The Service Provider must endeavour to resolve the unacceptable condition or performance in a timely manner consistent with the issue.

If these concerns are not rectified then a non-conformance report will completed by the Goldenfields Engineering Officer and forwarded to the Service Provider.

## Insurances

The Service Provider is required to maintain their own insurances and supply copies of current certificates. Minimum public liability cover is $20,000,000 for each occurrence. Workers compensation insurance at a minimum must cover total wages of all employees. Please refer to the accompanying Schedule 5 – Insurance Information.

## Induction

The Service Provider is required to complete Goldenfields Water’s corporate induction program therefore inducting them into our WHS Management System. All parties, including any workers engaged by the Service Provider shall complete the induction.

# cleaning standard SPECIFICATION

## Duties to be Performed

### Building Schedule

The properties of Goldenfields Water covered by this specification are:

|  |  |
| --- | --- |
| **Premises No. 1** | Temora Administration Building  84 Parkes Street, Temora |
| **Premises No. 2** | Temora Workshop Office Areas  124-126 Crowley Street, Temora |

### Premises No. 1 – Temora Administration Building

Cleaning will be carried out five days per week Monday to Friday inclusive (excluding public holidays and the Christmas shut down being approximately 2 weeks between Christmas and early January. Exact dates to be confirmed 1 month prior) - before 6.30am or after 5.30pm daily. The building’s alarm system is to be reset upon completion of cleaning duties.

![Diagram, schematic

Description automatically generated]()

#### Upon Commencement

* Within four weeks of commencement of the contract water extraction shampoo of all carpets, and cloth covered chairs (on a Friday night to allow time to dry)

#### Daily attendances

General Cleaning:

* Dusting
  + All counter tops, desks, tables, shelves, ledges, skiting, cabinets, fittings, computers, printers, screens and other electrical equipment where accessible will be dusted using an approved type of dusting cloth. Where dirt is adhering to these surfaces it shall be removed by means of a cloth and approved type of cleanser
  + Note office work tables and desks, unless left clear of work, are not to be touched (desk furniture such as telephones, computers, screens etc are not to be misconstrued as work)
  + Remove cobwebs
* Waste Removal
  + Empty all waste bins/containers and wipe clean as required, reline with a clean plastic liner and return to respective locations
  + Office waste bins, lunchroom waste bins, cardboard and paper recycling bins are to be emptied daily and disposed of in accordance with this Specification
  + Waste paper and cardboard is to be emptied into paper collection bins provided, and removed regularly to the nominated Recycling Centre. Cardboard cartons are to be flattened before placement into bins
  + Rubbish and domestic type wastes, wet refuse and food scraps are to be disposed of into mobile garbage bins and left for collection by the garbage collection contractor on the designated days at designated locations
  + Recycling bins (containing appropriate paper and cardboard) are to be collected when nearing full capacity and taken to the Temora Lions Club Recycling Centre. Bins must be exchanged with a similar empty bin in preparation for the following business day;
* Carpets surfaces, rugs and mats
  + Promptly remove spillages and fresh stains from carpet surfaces, rugs and mats by means of and approved type of spot shampooing method
  + Thoroughly vacuum clean all carpeted areas including all weather floor mats utilising an approved type of vacuum machine capable of reaching all areas such as under desks and along skirting boards
  + Remove litter and vacuum to restore to a clean condition
* Hard Floors (Vinyl floors / tiled areas)
  + Remove any litter or waste
  + Sweep and mop
  + Remove surface stains by an approved method
  + Remove scuff marks. Apply an approved type of polish/sealer and if required, machine buff surface so treated
* Toilets and Showers;
  + Remove any litter or waste
  + Empty all bins (with exception of sanitary bins)
  + Clean and sanitise all basins, tap ware, toilet pans, cisterns and flush pipes, toilet seats, urinals, urinal hobs/grates and tiled floors
  + Add deodorising as required to eliminate odours
  + Clean and sanitise tiles walls/floors, showers, door fittings, towel dispenser, hand dryers, soap dispensers, mirrors and light fittings
  + Clean urinals in accordance with manufacturer’s recommendations and ensure stains are removed
  + Remove surface stains
  + Ensure all consumables are refilled including:
    - Soap dispensers
    - Hand towels
    - Toilet paper
* Kitchen
  + Sinks, taps, bench tops, water heaters, cafe dispensers, tables and chairs to be cleaned daily
  + All stainless steel or similar surfaces shall be cleaned by wiping over with a damp cloth impregnated with an approved cleaning compound. (On no account shall steel wool, abrasive compounds or acids be used)
  + All used dishes and utensils are to be washed, dried and stored away daily.
  + The Service Provider shall provide all tea towels for each kitchen, lunchroom, sink area and wash and dry on a daily basis
  + All garbage containers shall be emptied, lined with a clean plastic bin liner and returned to their respective locations
  + Wall tiles and laminated surfaces such as benches, tables and chairs are to be wiped clean
  + Ceramic floor tiles shall be cleaned with a damp mop
  + Painted surfaces and walls shall be wiped clean
* Offices / foyer / Meeting Rooms / cubicles
  + Clean all internal glass surfaces, doors, partitions, walls, wall panels and painted areas, ensuring all dirt and handprints are removed
  + Polish front counter
  + Clean all furniture
  + Clean all high contact areas ie door handles
* External Areas
  + In addition to the specific list of cleaning duties of the buildings, it will be the responsibility of the Service Provider to attend to cleaning of the areas external to the buildings as follows:
    - Concourse / Paved Areas / Walkways:
    - Spot clean all glass entry doors and display counters as necessary;
* General – Ancillary Duties
  + Report vandalism, defective lighting and blocked drains/sewer urgently to Goldenfields Engineering Officer.

#### Weekly attendances

* Clean and polish both sides of glass windows and frames on front entry;
* Wash and clean all rubbish bins using an approved germicidal liquid cleanser; and
* Ensure that all garbage bins are placed in designated area for weekly collection.
* Telephone, including mouthpiece and earpiece, are to be cleaned with an approved telephone disinfectant
* Carparking/ Concourse / Paved Areas / Walkways Areas:
  + Sweep/blower vac and pick up leaves and rubbish
  + Remove stains on concrete as required.

#### Monthly attendances

* Clean all internal and external floor level windows ensuring all dirt and handprints are removed
* Clean all internal and external doors, partitions, walls, wall panels and painted areas, ensuring all dirt and handprints are removed
* Remove cobwebs from the exterior of the building
* Clean internal toilet venetian blinds; and
* Clean air vents in all ceilings

#### Three monthly attendances

* Clean internal office venetian blinds at floor level using anti-static brushes
* All tables, desks, counters, cabinets and other flat furniture surfaces are to be thoroughly cleaned using an approved cleanser. (Notify GWCC Project Support Officer so staff can be prepared)
* Remove dust from all high surfaces not specified elsewhere e.g. cupboard tops, window frames
* Vinyl Floors - Strip and reseal

#### Six monthly attendances

* Water extraction shampoo cleaning of all carpets and fabric covered chairs on a Friday night, or over a public holiday period if appropriate, to allow time to dry.

#### 12 monthly attendances

* Clean all light diffusers inside and out
* Clean elevated venetian blinds using anti-static brushes

### Premises No. 2 – Temora Workshop office areas

Cleaning will be carried out five days per week Monday to Friday inclusive (excluding public holidays and the Christmas shut down being approximately 2 weeks between Christmas and early January. Exact dates to be confirmed 1 month prior) - before 6.00am or after 4.00pm daily.

![Diagram

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#### Upon Commencement

### Within four weeks of commencement of the contract strip and reseal vinyl floors, and water extraction shampoo of all cloth covered chairs (Friday night to allow time to dry).

#### Daily attendances

General Cleaning:

* Dusting
  + All counter tops, desks, tables, shelves, ledges, skiting, cabinets, fittings, computers, screens and other electrical equipment where accessible will be dusted using an approved type of dusting cloth. Where dirt is adhering to these surfaces it shall be removed by means of a cloth and approved type of cleanser
  + Note office work tables and desks, unless left clear of work, are not to be touched (desk furniture such as telephones, computers, screens etc are not to be misconstrued as work)
  + Remove cobwebs
* Waste Removal
  + Empty all waste bins/containers and wipe clean as required, reline with a clean plastic liner and return to respective locations
  + Office waste bins, lunchroom waste bins, cardboard and paper recycling bins are to be emptied daily and disposed of in accordance with this Specification
  + Waste paper and cardboard is to be emptied into paper collection bins provided, and removed regularly to the nominated Recycling Centre. Cardboard cartons are to be flattened before placement into bins
  + Rubbish and domestic type wastes, wet refuse and food scraps are to be disposed of into mobile garbage bins and left for collection by the garbage collection contractor on the designated days at designated locations
  + Recycling bins (containing appropriate paper and cardboard) are to be collected when nearing full capacity and taken to the Temora Lions Club Recycling Centre. Bins must be exchanged with a similar empty bin in preparation for the following business day
* Carpets surfaces, rugs and mats
  + Promptly remove spillages and fresh stains from carpet surfaces, rugs and mats by means of and approved type of spot shampooing method
  + Thoroughly vacuum clean all carpeted areas including all weather floor mats utilising an approved type of vacuum machine capable of reaching all areas such as under desks and along skirting boards
  + Remove litter and vacuum to restore to a clean condition
* Hard Floors (Vinyl floors / tiled areas / concrete)
  + Remove any litter or waste
  + Sweep and mop
  + Remove surface stains by an approved method
  + Remove scuff marks. Apply an approved type of polish/sealer and if required machine buff surface so treated
* Toilets and Showers;
  + Remove any litter and waste
  + Clean and sanitise all basins, tap ware, toilet pans, cisterns and flush pipes, toilet seats, urinals, urinal hobs/grates and tiled floors
  + Add deodorising as required to eliminate odours
  + Clean and sanitise tiles walls/floors, showers, door fittings, towel dispenser, hand dryers, soap dispensers, mirrors and light fittings; and
  + Clean urinals in accordance with manufacturer’s recommendations and ensure stains are removed.
* Kitchen
  + Sinks, taps, bench tops, water heaters, cafe dispensers, tables and chairs to be cleaned daily.
  + All stainless steel or similar surfaces shall be cleaned by wiping over with a damp cloth impregnated with an approved cleaning compound. (On no account shall steel wool, abrasive compounds or acids be used)
  + All used dishes and utensils are to be washed, dried and stored away daily.
  + The Service Provider shall provide all tea towels for each kitchen, lunchroom, sink area and wash and dry on a daily basis.
  + All garbage containers shall be emptied, lined with a clean plastic bin liner and returned to their respective locations
  + Wall tiles and laminated surfaces such as benches, tables and chairs are to be wiped clean.
  + Ceramic floor tiles shall be cleaned with a damp mop.
  + Painted surfaces and walls shall be wiped clean
* Spot clean all glass entry doors and display counters as necessary;
* Polish customer/front counter top; and
* Clean all furniture i.e. Board room tables, chairs, displays etc.
* Generally – Ancillary Duties
  + Report vandalism, defective lighting and blocked drains/sewer urgently to Goldenfields Engineering Officer.

#### Weekly attendances

* Clean and polish both sides of glass windows and frames on front entry;
* Wash and clean all rubbish bins using an approved germicidal liquid cleanser; and
* Ensure that all garbage bins are placed in designated area for weekly collection.
* Telephone, including mouthpiece and earpiece, are to be cleaned with an approved telephone disinfectant
* Carparking/ Concourse / Paved Areas / Walkways Areas
  + Sweep/blower vac and pick up leaves and rubbish
  + Remove stains on concrete as required.

#### Monthly attendances

* Clean all internal and external floor level windows ensuring all dirt and handprints are removed
* Clean all internal and external doors, partitions, walls, wall panels and painted areas, ensuring all dirt and handprints are removed;
* Remove cobwebs from the exterior of the building.
* Clean internal toilet venetian blinds; and
* Clean air vents in all ceilings.

#### Three monthly attendances

* Clean internal office venetian blinds at floor level using anti-static brushes
* All tables, desks, counters, cabinets and other flat furniture surfaces are to be thoroughly cleaned using an approved cleanser. (Notify GWCC Project Support Officer so staff can be prepared)
* Remove dust from all high surfaces not specified elsewhere
* Vinyl Floors - Strip and reseal

#### 12 monthly attendances

* Clean all light diffusers inside and out

## General Requirements

The Service Provider will in general terms be required to keep:

* Internal surfaces of floors and walls free from dust, dirt and stains;
* Toilets, W.C pans, urinals, hand basins, shower and other fittings in a clean condition and replenish supply of consumables as required;
* Windows, glass doors, mirrors and other glass surfaces clean;
* Empty all waste receptacles and dispose of from the building on a regular daily basis;
* Carry out additional cleaning services as and where directed and agreed; and
* Ensure offices, furniture, equipment and partitions are in a clean and dust free condition.

In any areas being mopped or polished "Caution~~:~~ Wet Area" (or similar) signs must be displayed during cleaning.

Where stains cannot be removed the Service Provider must immediately inform the GWCC Officer via the log book.

Report vandalism, defective lighting and blocked drains/sewer urgently to Goldenfields Engineering Officer.

The contractor is reminded that Goldenfields offices and buildings are no smoking areas, any smoking will be confined to designated smoking areas with any waste generated disposed of in the receptacles provided or in an appropriate manner.

The contractor will ensure that all waste generated by the cleaning contractor is to be disposed of in an appropriate manner.

# GENERAL CONDITIONS OF CONTRACT

1. **Provision of Services**

The Contractor must provide the work or services (‘Services’) referred to in the Contract or Order to Council in accordance with the Contract, and must:

1. Commence and complete the Services by the dates referred to in the Contract or Order and in accordance with any program specified or agreed in writing by Council
2. If the Services are to be completed in stages or milestones, complete each stage or milestone within the periods or dates referred to in the Contract or Order
3. Perform the Services in a proper, timely and efficient manner using that standard of skill, care and diligence that would reasonably be expected of a skilled, competent and experienced professional or service provider in the field relevant to the Services
4. Comply with any contract brief or technical specification applicable to the Services
5. Ensure that the Services are carried out by the Key Personnel referred to in the Contract or Order, and that the Key Personnel do not delegate the performance of the Services to any other person without the prior written agreement of Council
6. Act in good faith
7. Comply with the reasonable instructions and directions of Council’s Representative
8. Effect adequate controls in accordance with statutory requirements to ensure protection of the environment
9. Ensure the health and safety of its employees and other personnel and comply with all relevant obligations under the *Work Health and Safety Act 2011* and Council’s policies, procedures and requirements relating to work health and safety (as notified to the Contractor)
10. Use best endeavours to protect people and property and to prevent nuisance, unreasonable noise and disturbance
11. Use best endeavours to avoid unnecessary interference with the passage of people and vehicles
12. Provide all equipment and materials necessary for the performance of the Services (other than anything referred to in the Contract or Order to be provided by Council)
13. Comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services
14. Obtain all statutory licences, consents, permits and approvals necessary for carrying out the Services (other than any referred to in the Contract or Order to be obtained by Council)
15. Use reasonable endeavours to work liaise and cooperate with others whose work or services are relevant to the Services or the deliverables that the Services form part of
16. Advise Council as soon as practical after becoming aware of any event that may adversely affect the performance of the Services.
17. **Panel of Contractors**

Council reserves the right to obtain services from any contractor it chooses during the term of this contract, regardless of whether that contractor has been appointed to a panel, for any reason at any time. Nothing in this contract obliges Council to use the services of its panel of contractors.

1. **Price, Fees and Expenses**
2. The price, rates or fees payable by Council for the Services is the lump sum set out or calculated in accordance with unit prices or service rates stated in the Contract or Order. Unless otherwise specified in the Contract or Order, the price, rates or fees are fixed for the duration of the Contract and are not subject to escalation or review.
3. Any additional costs, expenses or disbursements including, without limitation, consumables, travel, accommodation and subsistence expenses, may only be charged if provided for in the Contract or Order or in a written variation issued by Council, or if the expense is agreed in writing prior to the expenditure and proof of expenditure has been provided.
4. If at the written request of Council the Contractor performs work additional to the Services, the rate or fee for the additional work is the rate referred to in the Contract or Order or if no such rate is specified then at the rate agreed between Council and the Contractor.
5. **Invoicing and Payment**
6. The Contractor must submit to Council a tax invoice for services performed and accepted at the end of each month or at such other times referred to in the Contract or Order. Each invoice must be a consolidated invoice for all Services provided to Council under the Contract in the relevant month, and in the format requested by Council. Each invoice must contain the information necessary to be a tax invoice for the purposes of the GST Act and include any other information which Council may require including Council’s ‘Subcontractors Statement’. Invoices are to be sent to the address and contact person specified in the Contract or Order.
7. Council must pay the invoiced amount within 30 days from receipt of an accurate invoice, as certified by Council’s Representative. If, however, Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Contractor of the amount Council believes is due for payment. The parties will endeavour to resolve any dispute by negotiation in good faith.
8. Payment of an invoice is not evidence that the Services have been supplied in conformance with the Contract but is payment on account.
9. **GST**
10. Unless otherwise expressly stated, all amounts payable under the Contract are exclusive of GST.
11. The Contractor is entitled to recover from Council the amount of any GST payable on taxable supplies provided under this Contract, within the meaning of the GST Act.
12. **Variations**
13. Any variation to the Contract must be directed or approved by Council in writing.
14. Any fee adjustment payable for the variation is to be based on the applicable rates for fees in this Contract, or if none, then reasonable rates or fees.
15. **Contract Term and Option**
16. This Contract is for the term specified in the Contract and commences on the date specified in the Contract.
17. If this Contract specifies an option period or periods, that option period or periods is for the benefit of the Council and may be exercised only by the Council in its sole discretion in accordance with this clause.
18. The Council may exercise the option(s) to extend the term of this Contract by the option period or periods by written notice to the Contractor which must be given no later than 3 months before the end of the term (or extended term, as the case may be) of the Contract.
19. Council may extend the time for performance of any part of the Services to be provided pursuant to this Contract under any Order issued or services commenced during the term of this Contract for any reason.
20. If a party is unable, wholly or in part, by reason of an act of God or any other event beyond the reasonable control of the affected party (‘**Force Majeure**’), to carry out an obligation under this Contract, that obligation is suspended so far as it is affected by that Force Majeure and the affected party is prevented from performing its obligations by that Force Majeure. The affected party must take all reasonable steps to overcome or minimise the effect of the Force Majeure.
21. Unless otherwise agreed in writing, and except to the extent referred to in clause 6(d), the Contractor will not be entitled to recover from Council any additional fee or any loss expense or damages which it may incur as a consequence of Council extending the time or suspending the performance of the Services.
22. **Access to Premises**

Where applicable, Council must give the Contractor reasonable and sufficient access to the premises to enable the Contractor to perform the Services.

1. **Goods**

Where the Services involve the installation, replacement or incorporation of equipment, parts or consumables (‘**Goods**’), the Goods must:

* be new, unless otherwise specified in the Order
* be fit for the purpose for which the Goods are intended to be used by Council
* otherwise be fit for the purpose for which goods of the same kind are commonly supplied
* be of merchantable quality and free from defects
* conform to any specifications, drawings, samples or other descriptions provided by Council to the Contractor
* carry and be subject to any applicable manufacturers’ warranties, the benefits of which are deemed to be assigned to Council, without further liability to or the necessity for any further action on the part of Council, on the supply of the Goods. The Contractor must do anything necessary to ensure that Council has the benefit of the manufacturers’ warranties
* otherwise carry and are subject to any implied conditions and warranties under any Laws including, without limitation, the Sale of Goods Act No. 1 1923 (NSW) and the Australian Consumer Law, as if Council were a consumer under the relevant Laws
* be free of encumbrances and all other adverse interests at the time they are delivered to Council
* Title to the Goods, free of encumbrances and all other adverse interests, will pass to the Principal on payment in full by the Principal. The Goods are at the risk of the Supplier until the Goods are received and signed for by an authorised representative of the Principal.

1. **Warranties**

The Contractor warrants to Council:

1. (**Purpose**) that where Council has, either expressly or by implication, made known to the Contractor any particular purpose for which the Services are required, the Services will be performed in such a way as to be fit for that purpose
2. (**Conflict**) that it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Contract
3. **(IP)** that it is entitled to use and deal with any intellectual property rights which may be used by it in connection with the Services and that the performance of the Services will not infringe the Intellectual Property Rights of any third party.
4. **Ethics and Fair Dealings**

The Contractor agrees to be bound by Council’s Statement of Business Ethics which can be viewed and downloaded from Council’s website.

1. **Assignment and Sub-contracting**
2. The Contractor must not assign or sub-contract to any third party the Contract or any of its interests or obligations in the Contract without the prior written consent of Council (which may be given or withheld by Council in its absolute discretion).
3. The Contractor will not, as a result of any assignment or subcontracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable to Council for all acts and omissions of an assignee or sub-contractor as though they were the actions of the Contractor itself.
4. **Novation**

Neither party will assign the whole or part of the agreement without the prior written consent of the other party. Council is not obliged to consent to any proposed novation of the agreement.

1. **Ownership of Contract Material and Intellectual Property**
   1. **Vesting**
   2. Subject to Clause 15.1 a), title to and Intellectual Property in or in relation to Contract Material vests upon its creation in the Principal. The Contractor must, upon request by the Principal, do all things necessary to vest that title or that Intellectual Property in the Principal.
   3. If title to Intellectual Property in or in relation to Contract Material is not capable of being vested in the Principal under Clause 15.1 a) because the Contractor itself does not own that Intellectual Property, the Contractor must ensure that the Principal is irrevocably licensed (whether by sub-licence from the Contractor or direct licence from the owner) to use that Contract Material or Intellectual Property.
   4. The Principal indemnifies the Contractor against any costs, claims, actions or expenses incurred by the Contractor as a result of any reproduction, adaptation or commercialisation by the Principal of any Intellectual Property or Contract Material vested in the Principal under Clause 15.
   5. The Contractor indemnifies the Principal against any claims, actions, and loss or damage arising out of any infringement of Intellectual Property rights by the Contractor, its officers, employees, agents or subcontractors in connection with the performance of the Services or the use by the Principal of the Contract Material for any purpose reasonably contemplated under the agreement.
   6. **Delivery**

On, or as soon as practicable after, the expiration or earlier termination of this Contract, the Consultant must deliver to the Principal all Contract Material.

* 1. **Limitations**

The Consultant must ensure the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract unless it has obtained the prior written approval of the Principal to do otherwise. While the Principal will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate.

1. **Confidentiality, Media and Privacy**

The Contractor and its employees, agents and sub-contractors must not disclose to any third party, any information including by way of media interviews or releases relating to Council or the affairs of others which may have come to their knowledge as a result of this Contract.

1. **Defective Services**
2. Without limiting any other available remedy, if the Contractor fails to provide any of the Services in accordance with the Contract or Order, Council will not be required to pay for those Services (until they are provided correctly). Council may either reject the Services or any part of them or may issue a notice of breach requiring the Contractor to remedy any default or rectify the Services within the time specified in the notice (which must not be less than 5 days).
3. If the default referred to in the notice is not capable of being remedied or the Services are not capable of being re-performed, or the Contractor fails within the time specified in the notice to remedy the default or rectify the Services, Council may have the Services remedied or rectified by a third party or do so itself. In either case, the Contractor must pay to Council on demand the reasonable costs incurred by Council in doing so, or Council may deduct those costs from any sum payable by it to the Contractor. Council will use its reasonable endeavours to mitigate any costs incurred under this clause.
4. In exercising its powers under clause 17(b) Council may, without payment of compensation to the Contractor, take possession of and use any plant, equipment, goods, materials and other things on or in the vicinity of the premises or site that were used or intended to be used by the Contractor for the Services, which are reasonably required to facilitate the completion of the Services.
5. **Termination**
6. Without limiting any other available remedy Council may terminate the Contract at any time and without giving prior notice when the Contractor has not remedied a breach within the time specified in notice given under clause 17(a).
7. Council may terminate or cancel the Contract at any time for convenience by giving 28 days written notice to the Contractor who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services.
8. Council must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Contractor up until termination. Council will not be liable to compensate the Contractor for any loss of prospective profits which it would have earned but for the termination. If the contract is terminated by Council for convenience under clause 18(b) Council must also pay any direct demobilisation costs that are reasonably incurred as a result of the termination.
9. Either party may terminate this agreement upon 48 hours written notice on the grounds of bankruptcy, receivership, insolvency, winding up, criminal conduct of its senior staff (including partners) or merger, wholly or partially, with another entity.
10. **Indemnity**

The Contractor indemnifies Council, its employees and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance of the Contract including:

1. Any negligence, wrongful act or omission by the Contractor or of any other persons for whose acts or omissions the Contractor is liable
2. Death or injury to any person or loss of or damage to any property
3. Any breach of the Contract by the Contractor
4. Any breach by the Contractor of the *Work Health & Safety Act 2011* and associated legislation (so far as is permissible at law).

The Contractor’s liability to indemnify Council is reduced proportionally to the extent that an action or omission of Council or its employees or agents (other than the Contractor) may have contributed to the injury, damage or loss.

1. **Insurance**
2. The Contractor must take out and maintain for the duration of the Contract the following insurance policies and any other insurance identified in the Request:
3. Workers’ compensation insurance in respect of its employees
4. Public liability insurance for at least $20 million (any one occurrence, and noting an aggregate) or such higher amount specified in the Contract or Order covering Council and the Contractor against all claims for loss or injury arising from the provision of the Services by the Contractor, its subcontractors, employees and agents
5. In the case of any unregistered vehicles (Plant) used in the performance of the Services, insurance against any damage arising as a result of the plant being used as a ‘tool of trade’ – to be covered by either an extension to the Contractor’s comprehensive motor vehicle insurance or the liability endorsed onto the Contractor’s public liability insurance
6. Professional Indemnity Insurance for the amount specified in the Contract or Order (any one occurrence and unlimited in the aggregate) covering the Contractor’s legal liability arising out of any act, neglect, default, error or omission made or done by or on behalf of the Contractor or any of its employees or agents in connection with the Services
7. Other insurances as detailed in the Response Schedules.
8. On request, the Contractor must provide Council with certificates of currency of any insurance it is required to have under the Contract.
9. **Damage to Property**

Without limiting any other remedy if the Contractor causes any damage to property, including Council property, the Contractor must promptly rectify the damage at its own expense.

1. **Dispute Resolution**
2. Any party claiming that an issue, dispute or difference (“Issue”) has arisen must notify the other party giving details of the Issue. During a 21-day period after a notice is given of an Issue, each party must use its best endeavours to resolve the dispute, by conferring at least once to endeavour to reach agreement or to agree on methods of doing so.
3. At every such conference, each party is to be represented by a person who has the appropriate authority to agree to resolutions or methods. All such conferences must be conducted in good faith and without prejudice.
4. If, after a 21-day period from the date a notice is given of an Issue, the Issue has not been resolved, then the Issue may be referred for mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.
5. Neither party may commence legal proceedings (other than for urgent interlocutory or like relief) until the procedures in paragraphs (a) and (b) have been followed.
6. **Relationship and Non-Exclusivity**
7. This Contract is not a contract of employment. If Council has an obligation to pay any employee entitlement or statutory charge in respect of the Contractor’s employees including the Key Personnel, the Contractor must pay the entitlement or charge on Council’s behalf or the fee will be reduced by a corresponding amount.
8. The Contractor must not act outside the scope of the authority conferred on it by this Contract and must not bind Council in any way or hold itself out as having any authority to do so, except where authorised by Council in writing.
9. Unless otherwise specified in the Contract or Order, this Contract is non-exclusive. Council has the right to engage others to provide services which are similar to or connected with the Services under the Contract.
10. **Service of Notices**

Notices under this Contract may be served by hand, mail, or email to the address of the other party as stated in the Contract or Order.

1. **Governing Law**

This Contract is governed by and is to be construed in accordance with the laws applicable in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

1. **Entire Agreement**
2. This Contract constitutes the entire agreement between Council and the Contractor, and replaces any previous written or oral agreements between Council and Contractor.
3. Any terms or conditions provided by the Contractor which are inconsistent with the provisions of this Contract are deemed to be withdrawn by the commencement of the performance of the Services to Council by the Contractor.
4. The issue by Council of a Contract or Order does not constitute acceptance by Council of any terms and conditions of supply provided to Council by the Contractor unless otherwise agreed in writing by Council.
5. **Surviving Obligations**

The Contractor’s obligations under clause 9, clause 10 and clauses 12 to 22 will survive the termination or expiry of this Contract.

1. **Interpretation**

In these Conditions, unless the context otherwise requires:

**Contract/Agreement** means the contract for the provision of the Services of which these Conditions form part including a contract made pursuant to a Request for Tender, Quote or Proposal

**Contractor** means the person supplying the Services under these Conditions and includes its successors and permitted assigns

**Conditions** means these *General Conditions of Contract (Services)*

**Contractor’s Representative** means the person nominated by and representing the Contractor for the purposes of the Contract

**Council’s Representative** means the person nominated by and representing Council for the purposes of the Contract

**Day** means calendar day

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*

**Laws** means the law in force in New South Wales and the Commonwealth of Australia, including common law and legislation

**Order** means a purchase order, work order, letter of acceptance or other form of order or acknowledgement from Council for the provision of the Services which incorporates these Conditions.

**Services** means the work or services (or any of them) specified or referred to in the Contract or Order

Terms and conditions in the Contract or Order prevail over these Conditions to the extent of any inconsistency.

Words importing the singular include the plural and vice versa and words importing a gender include every other gender

Monetary references are to Australian currency

Reference to an Act by name includes the rules, regulations and local laws for the time being in force under the Act for the period of the Contract

Where two or more persons or bodies comprise the Contractor they will be bound under the Contract jointly and severally.

# RESPONSE SCHEDULES

Format of RFQ Response

The respondent is to complete the response schedules as indicated and shall retain the same format as provided by Goldenfields Water.

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

Goldenfields Water reserves the right to deem responses non-compliant, pass them over and exclude from further evaluation any responses that deviate from the format and contents requirements of the Response Schedules contained.

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 RFQ 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 and are to be part of the submission.

Notes Regarding Responding to this RFQ

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 submission;
* Respondents are to assume that the 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 criteria; and
* Respondents are to address each issue outlined within a criterion.

Submissions that do not satisfy criterion identified may be deemed non-compliant and excluded from further participation in the evaluation process.

Please also note, no advertising, product or company information or marketing brochures or presentations other than those expressly requested, are to be sent with the Submission. If required the Tender Evaluation Committee will request these materials separately.

For Respondents - Guidance Notes have been provided in this document where appropriate to assist Respondents to complete the Schedules. Guidance Notes can be identified by their Red font. Ensure all Guidance Notes, including this one, are deleted prior to submitting you response.

## Schedule 1 – Quotation Form

### Respondents Details

|  |  |  |  |
| --- | --- | --- | --- |
| Tenderers Details | | | |
| **Business Name** | <Enter Text> | | |
| **Trading As** | <Enter Text> | | |
| **Date Established** | <Enter Text> | | |
| **Business Type** | <Enter Text> *Note – if trading as a trust, a copy of the Trust Deed must be attached and provided in the response (please delete this note prior to submission)* | | |
| **ABN** | <Enter Text> | **ACN** | <Enter Text> |
| **Registered Address** | <Enter Text> | | |
| **Postal Address** | <Enter Text> | | |
| **Telephone Number** | <Enter Text> | **Facsimile Number** | <Enter Text> |
| **General Email Address** | <Enter Text> | **Website Address** | <Enter Text> |
| **Address of Office Tendering** | <Enter Text> | | |
| **Postal Address** | <Enter Text> | | |
| **Telephone Number** | <Enter Text> | **Facsimile Number** | <Enter Text> |
| **Contact Person Name** | <Enter Text> | | |
| **Position in Company** | <Enter Text> | | |
| **Telephone Number** | <Enter Text> | **Mobile Phone Number** | <Enter Text> |
| **Email Address** | <Enter Text> | | |

### Contract Manager

Please provide details of the proposed Contract Manager to be responsible for managing the agreement.

|  |  |
| --- | --- |
| Response – Contract Manager Details | |
| **Name** | <Enter Text> |
| **Position** | <Enter Text> |
| **Phone Number** | <Enter Text> |
| **Mobile Phone Number** | <Enter Text> |
| **Email Address** | <Enter Text> |
| **Comments** | <Enter Text> *Note – any comments input here will not form part of any assessment of the Submission (please delete this note prior to submission)* |

### Overview and History

Provide a brief overview and history of your company. Include the number of years you have been in business in the form in which you are presently constituted.

|  |
| --- |
| Response – Overview and History |
| *Insert response here (please delete this note prior to submission)*  <Enter Text> |

### Compliance with Acts and Regulations

The respondent warrants that it has NOT, within five years prior to submitting the response, been found to have breached any Act or Regulation which breach might be considered contrary to the values set out in the RFT document or Goldenfields Water. If you have NOT breached the act, answer “No”.

The list below includes without limitation the following Acts. Has the respondent breached the:

|  |  |  |
| --- | --- | --- |
| Regulation or Act | Breached – Yes/No | Details |
| **Fair Work Act 2009 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Industrial Relations Act 1996 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Work Health & Safety Act 2011 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Workplace Injury Management & Workers Compensation Act 1998 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Privacy Act 1988 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Disability Discrimination Act 1992 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Fair Trading Act 1987 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Racial Discrimination Act 1975 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Sex Discrimination Act 1984 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Age Discrimination Act 2004 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Anti-Discrimination Act 1977 (NSW)** |  | <Enter Text Here or ‘N/A’> |

*If you answered Yes to any of the above, please provide details*

## Schedule 2 – Statement of Conflict of Interests and Fair Dealings

### Conflicts of Interest: ICAC Guidance

A conflict of interest arises when the Respondent, in performing the obligations under the contract, is influenced or seen to be influenced by other interests.

There will be occasions when the performance of the obligations under the Standing Offer Deed will affect a personal or other interest that the respondent, or its employees or agents, may also have. Such interests may be able to be valued in money terms. Other interests which are less direct and do not involve money may also be affected.

Everyone has interests which are personal to them or someone close to them and it is not just the possession of these interests which gives rise to a problem. Similarly, from time to time individuals will deal with a matter as part of their work which affects a personal interest that they have. Again, that in itself may not cause any difficulties if the conflict is resolved in favour of the duty to perform the obligations under the contract. It is inevitable that conflicts of interest will arise. It is important to emphasise that the mere fact that someone has a personal interest in a matter is not necessarily wrong. It is how the conflict is dealt with which can give rise to problems.

The first step is to recognise what situations could give rise to conflicts. Then the conflict must be resolved in favour of the duty to perform the obligations under the Contract.

**Pecuniary Interests**

Pecuniary or financial interests may result from owning property, holding shares or positions in companies or trusts, debts owed to other people, receiving gifts, income from working elsewhere, hospitality and sponsored travel. This list is not exhaustive.

It is not necessary for individuals to hold these interests themselves. A member of their family or close associate may hold them. This is seen to be the same as being an interest of the individual employee or agent of the Respondent because of the closeness of the relationship.

It is not necessary that the respondent, or its employee/s or agent/s would or will act in favour of their personal interest. If they are in a position of conflict, there is that temptation. The aim is to prevent situations arising.

**Non-pecuniary Interests**

There may also be interests which do not have a financial component (that is, non-pecuniary interests). These might include a personal interest arising out of relationships based on common interest such as sporting, social or cultural activities as well as family, sexual and other relationships.

**How Should Conflicts be Resolved?**

The aim of resolving these conflicts is to prevent personal considerations from influencing the performance of the obligations under the contract. Once conflicts have emerged they may be capable of resolution or avoidance by removing the source of the conflict or by making the interest public and thereby limiting the risk of personal interest prevailing over the duty to perform the obligations under the contract.

The source of the conflict could be removed by requiring the individual to dispose of the interest which has caused the conflict.

Alternatively, it could be removed by a respondent, or its employees or agents being precluded from performing any obligations under the contract regarding the matter in which he or she has the interest.

Each of these two responses would have the effect of removing the source of the conflict.

Adapted from guidance material prepared by the New South Wales Independent Commission Against Corruption (ICAC).

|  |  |  |
| --- | --- | --- |
| Item | Conflicts of Interests and Fair Dealings | |
| 1 | The Respondent has read the above guidance information from the ICAC. The Respondent confirms that it is compliant with this section – Conflicts of Interest and Fair Dealings, and having nothing to declare.  (If the answer to this section is ‘No’, the Respondent is to complete Item 2 below) | [ ] Yes  [ ] No |
| 2 | The Respondent discloses any and all information with regards to any real or perceived Conflicts of Interests or barrier to Fair Dealing where these exist, below. | [ ] Yes  [ ] No |

|  |
| --- |
| Details Regarding Conflicts of Interest and Fair Dealings |
| *Insert response here (please delete this note prior to submission)*  <Enter Text> |

## Schedule 3 - Pricing

### Fixed Term Pricing

Pricing shall be fully inclusive of labour costs and expenses associated with the development of the deliverable.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Premises** | **Description** | **Hourly rate (Ex. GST)** | **Service Hours** | **Total per occurrence (Ex. GST)** | **Total per Annum**  **(Ex. GST)** |
| Administration Building | Upon Commencement |  |  | $ | $ |
| Administration Building | Daily/Weekly |  |  | $ | $ |
| Administration Building | Monthly |  |  | $ | $ |
| Administration Building | Three Monthly |  |  | $ | $ |
| Administration Building | 6 Monthly |  |  | $ | $ |
| Administration Building | 12 Monthly |  |  | $ | $ |
| Workshop Office areas | Upon Commencement |  |  | $ | $ |
| Workshop Office areas | Daily/Weekly |  |  | $ | $ |
| Workshop Office areas | Three Monthly |  |  | $ | $ |
| Workshop Office areas | 12 Monthly |  |  | $ | $ |
| **Totals** | | | | **$** | **$** |

The service provider must indicate the price basis of their quotation by placing an ‘**X**’ in the relevant box below. The quotation prices shall remain:

1. **FIRM** for the duration of the Contract

**OR**

1. **FIRM** for the first 12 month period of the Contract, then

subject to the following increase.

On the first day of the month following the completion of 12 months from the commencement date of the Contract, the Contract rate shall be increased by the following percentage nominated below and remain **FIRM** for the next 12 months (ie. Second year of the Contract);

Second Year % (Service Provider to Complete)

On the first day of the month following the completion of 24 months from the commencement date of the Contract, the Contract rate shall be increased by the following percentage nominated below and remain **FIRM** for the next 12 months (ie. third year of the Contract);

Third Year % (Service Provider to Complete)

On the first day of the month following the completion of 36 months from the commencement date of the Contract, the Contract rate shall be increased by the following percentage nominated below and remain **FIRM** for the next 12 months (ie. third year of the Contract);

Fourth Year % (Service Provider to Complete)

**Note: The evaluation of the quotation will be based on the total value of the Contract over the full term of the Contract.**

If no increase is required then **‘NIL’** must be inserted in the box.

### Labour Rates

Please provide labour rates for different personnel involved with the delivery of the work outlined in the Tender documents (i.e. engineer, drafter, reviewer, approver, administration, etc.).

| Personnel | Role | Hourly Rate (Ex. GST) |
| --- | --- | --- |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |

## Schedule 4 – Financial Assessment Information

The respondent is instructed to supply particulars regarding financial relationships for inspection and verification by the principal.

### Supporting Financial Institution

|  |  |
| --- | --- |
| Company Name | <Enter Text> |
| **Contact Name** | <Enter Text> |
| **Address** | <Enter Text> |
| **Phone Number** | <Enter Text> |
| **Term of Engagement** | <Enter Text> |

### Tenderers Accountant

|  |  |
| --- | --- |
| Company Name | <Enter Text> |
| **Contact Name** | <Enter Text> |
| **Address** | <Enter Text> |
| **Phone Number** | <Enter Text> |
| **Term of Engagement** | <Enter Text> |

## Schedule 5 – Insurance Information

Please provide detail of insurance coverage as required in the tables below.

### Workers Compensation of Personal Accident and Illness Insurance

Insurance against any death of or injury to persons employed by the Service Provider as required by the Workers Compensation Act 1987.

Alternatively: Where the service provided has no employees and in lieu of Workers Compensation Insurance, insurance for personal accident and illness under a policy that provides:

* Weekly benefits of at least 75% of weekly income;
* Death and capital benefits of at least $250,000; and
* Minimum benefit period of 24 months.

|  |  |
| --- | --- |
| Name of Insurer | <Enter Text> |
| **Policy Number** | <Enter Text> |
| **Policy Expiration** | <Enter Text> |
| **Insured Amount** | <Enter Text> |

### Public Liability Insurance

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall contain a cross liability clause and a “principal’s clause” and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

|  |  |
| --- | --- |
| Name of Insurer | <Enter Text> |
| **Policy Number** | <Enter Text> |
| **Policy Expiration** | <Enter Text> |
| **Insured Amount** | <Enter Text> |

## Schedule 6 – Relevant Previous Experience and Referees

Respondents shall provide detailed information to demonstrate their experience and capability in relation to this RFQ by providing detail of three previous contracts/projects similar to the contract, completed within the last five years, in the table provide below.

Note: Goldenfields Water reserves the right to make its own independent enquiries.

|  |  |
| --- | --- |
| Contract / Project 1 | |
| **Contract / Project Name** | <Enter Text> |
| **Client** | <Enter Text> |
| **Date Completed** | <Enter Text> |
| **Contract / Project Value** | <Enter Text> |
| **Project Details** | <Enter Text> |
| **Referee** | <Enter Text> |
| **Name** | <Enter Text> |
| **Position** | <Enter Text> |
| **Office Phone Number** | <Enter Text> |
| **Mobile Phone Number** | <Enter Text> |
| **Email** | <Enter Text> |

|  |  |
| --- | --- |
| Contract / Project 2 | |
| **Contract / Project Name** | <Enter Text> |
| **Client** | <Enter Text> |
| **Date Completed** | <Enter Text> |
| **Contract / Project Value** | <Enter Text> |
| **Project Details** | <Enter Text> |
| **Referee** | <Enter Text> |
| **Name** | <Enter Text> |
| **Position** | <Enter Text> |
| **Office Phone Number** | <Enter Text> |
| **Mobile Phone Number** | <Enter Text> |
| **Email** | <Enter Text> |

|  |  |
| --- | --- |
| Contract / Project 3 | |
| **Contract / Project Name** | <Enter Text> |
| **Client** | <Enter Text> |
| **Date Completed** | <Enter Text> |
| **Contract / Project Value** | <Enter Text> |
| **Project Details** | <Enter Text> |
| **Referee** | <Enter Text> |
| **Name** | <Enter Text> |
| **Position** | <Enter Text> |
| **Office Phone Number** | <Enter Text> |
| **Mobile Phone Number** | <Enter Text> |
| **Email** | <Enter Text> |

## Schedule 7 – Departures, Clarifications and Assumptions

The respondent is required to submit a conforming offer in accordance with the RFQ.

The respondent is required to identify any departures from, clarifications, or assumptions to the respondent’s offer that do not fully meet all of the requirements of the RFQ detailed, any addenda issued and any other documents that form part of the RFQ.

All such departures, clarifications and assumptions must be fully documented below.

Should the respondent seek to vary any term or matter set out in this RFQ, and/or considers that its proposal does not comply with any requirement specified in this RFQ, that matter must be specified and addressed in the table below.

Any departures and/or clarifications and assumptions not shown on this schedule will not be considered.

|  |  |
| --- | --- |
| Compliance with RFQ Requirements | |
| **This offer is fully Compliant with all of the requirements of the RFQ and the Terms and Conditions of Contract.**  (if the answer to this question is ‘No’ the Respondent shall complete the table below) | [ ] Yes  [ ] No |
| **All departures from, clarifications, and assumptions made by the Respondent, including those related to the Terms and Conditions of Contract are listed in the table below** | [ ] Yes  [ ] No |

### Table of Departures, Clarifications and Assumptions

| Ref No. | Clause Ref. | Description of Departure, Clarification, or Assumption | Reason for Departure, Clarification or Assumption | Proposed Variances (if applicable) |
| --- | --- | --- | --- | --- |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |
| **6** |  |  |  |  |
| **7** |  |  |  |  |
| **8** |  |  |  |  |

*Note to respondents – add additional rows as required*

## Schedule 9 – WHS Management Information

This questionnaire forms part of the Principal’s RFQ evaluation process and is to be completed by respondents.

The objective of the questions in the table below is to provide an overview of the status of respondent’s safety management system.

Respondents may be required to verify its responses noted in its questionnaire by providing evidence of its ability and capacity in relevant matters.

### WHS Systems, Policies and Management

|  |  |
| --- | --- |
| WHS Systems, Policies and Management | |
| **Does the Respondent have a third party accredited WHS management system?**  (if the answer to this question is ‘Yes’, please provide details of the accreditation in the response area provided below and attach a copy of the current certification) | [ ] Yes  [ ] No |
| **Does the Respondent have WHS management system?**  (if the answer to this question is ‘Yes’, please provide details of the accreditation in the response area provided below) | [ ] Yes  [ ] No |
| **Does the Respondent have a current WHS Policy?** | [ ] Yes  [ ] No |
| **Does the Respondent have a WHS consultation mechanism for all employees?** | [ ] Yes  [ ] No |
| **Does the Respondent have WHS training strategy for all employees?** | [ ] Yes  [ ] No |
| **Does the Respondent have a process for WHS hazard identification, assessment and control?** | [ ] Yes  [ ] No |

|  |
| --- |
| Response – WHS Systems |
| *Insert response here (please delete this note prior to submission)*  <Enter Text> |

### 

### Sample Risk Assessment

Please submit as an attachment, a sample risk assessment and control procedure for two activities that may be carried out under the proposed contract and attach it your response.

### Recent Prosecution and Fines

Please respond to the following questions and provide further detail as required –

|  |  |
| --- | --- |
| Recent Prosecution and Fines | |
| **Is the Respondent in default of any fine issued for a breach of the WHS legislation, regulations or requirements?**  (if the answer to this question is ‘Yes’, please provide details of the breach in the response area provided below) | [ ] Yes  [ ] No |
| *Insert response here (please delete this note prior to submission)*  *<Enter Text>* |  |
| **Has the Respondent been prosecuted or had a fine imposed on them with regards to WHS matters in the last 2 (two) years?**  (if the answer to this question is ‘Yes’, please provide details of every WHS prosecution and fine imposed on the Respondent in Australia during the last two years, together with a description of actions taken by the Respondent in response to each prosecution and fine in the response area provided below) | [ ] Yes  [ ] No |
| *Insert response here (please delete this note prior to submission)*  **<Enter Text>** |  |

### 

## Schedule 11 – Proposed Subcontractors and Consultants

### Subcontractors and 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 and Environmental performance |
| --- | --- | --- |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |
| **<Enter Text>** | <Enter Text> | <Enter Text> |

## Schedule 13 – Statement of Compliance

By executing this proposal form in strict accordance with the RFQ documents:

1. The respondent submits a proposal and offers to carry out the services names, shown and described in the tender documents;
2. The respondent has detailed any and all departures, clarifications and assumptions; and
3. The respondent further promises and agrees, in the event of the proposal being accepted, to be bound by the tender documents and the submitted proposal and any other terms of the contract.

In submitting our quotation proposal there are no areas where our proposal does not meet the full requirements of the quotation documents.

|  |  |
| --- | --- |
| …………………….....  Signature of Director | ……………………....................  Signature of Director/Secretary |
| ………………………………………..  Print Name (of the signatory above) | ………………………………………..  Print Name (of the signatory above) |
| Date: …………………………… | Date: …………………………… |

Note: In case of partnerships all partners are required to sign.

In the case of a company, two directors or a director and company secretary are required to sign.

In the case of a proprietary company that has a sole director who is also the sole company secretary, that director is required to sign.