

DISTRICT COUNCIL OF STREAKY BAY

Request for Tender for

**Generator Supply and
Installation Streaky Bay
Principal Office and Hall**

RFT No: 24 003

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Structure of this Request for Tender

This Request for Tender is comprised of five (5) sections:

1. Section A – Background and General Information
2. Section B – Tender Conditions
3. Section C – Specifications
4. Section D – Work Health Safety Requirements
5. Section E – Form of Tender & Schedules

Section A – Background and General Information

1. Invitation to Tender

District Council of Streaky Bay (the **Council**) invites Tenders from Respondents for the provision of supply and installation of Generators to the Streaky Bay Hall, Supper Room, and Principal Office (the **Services**).

The Respondent shall provide the Services in accordance with the Specifications contained within Section C.

2. Background

The Streaky Bay township and surrounding districts has found itself over the past few years (due to a range of conditions) experiencing regular blackouts, this is prevalent in hot and inclement weather. The Council to mitigate this and to facilitate both a community refuge area and business continuity for Council made the decision to explore the opportunities to install back up power sources to its primary facilities.

The Council will enter into an Agreement for these Services with the successful Respondent.

3. Use of Recycled Materials

Local Government aims to increase the use of recycled materials in Local Government purchasing through a Circular Procurement Project.

The project requires that the non-financial evaluation criteria for purchased goods covered by the project include to what extent purchased goods include recycled material. This will form a part of the evaluation of the Tender responses to this RFT and a % factor of the non-financial score will be applied to all Tender responses to this RFT.

The Council will use all reasonable endeavours to assess the claims of Respondents regarding recycled material of goods, including assessing the goods through a technical expert during any evaluation process of a Procurement Process.

Respondents are required to include in their Tender a response to the Recycled Content Schedule (where applicable).

Section B – Tender Conditions

1. Definitions

In this RFT:

- 1.1 **Closing Date** means the time and date specified in clause 5.2.1, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **Form of Tender** means the form contained in Section E of this RFT.
- 1.3 **GST** means the Goods and Services Tax payable pursuant to the A New Tax System (Good and Services Tax) Act 1999.
- 1.4 **Respondent** means any party who responds to this RFT.
- 1.5 **RFT** means this Request for Tender.
- 1.6 **Tender** means a Tender submitted by a Respondent pursuant to this RFT.
- 1.7 **Schedules** means the schedules contained in Section E of this RFT.
- 1.8 **Services** means the Services sought to be purchased by the Council pursuant to this RFT.
- 1.9 **Specifications** means the specifications specified in Section C of this RFT.

2. Request for Tenders

- 2.1 The Council seeks Tenders from Respondents for the provision of Services, which are further described in the Specifications.
- 2.2 Respondents must not use this RFT (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.
- 2.3 Any enquiries or requests for information, or clarification regarding this RFT or the RFT Documents, must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is:

Penny Williams
General Manager - Prosperity
williamspenny@streakybay.sa.gov.au

Please note: Telephone communication is not accepted, and all enquiries are required to be provided, in writing, to the Nominated Contact Person email's address provided above.

- 2.4 The Nominated Contact Person may (but is not obligated to) respond to a Respondent's enquiries or requests for information or clarification three (3) business days prior to Tender closing.
- 2.5 If the Council provides any information to a Respondent by way of clarification, then the Council reserve the right to provide that information to other Respondents.
- 2.6 No Statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the RFT Documents, unless confirmed in writing by the Nominated Contact Person.
- 2.7 **Discrepancies and Omissions**
- Should a Respondent find discrepancies, errors and/or omissions in the Tender Documents, or should there be any doubt as to their meaning, the Respondent should notify the Nominated Contact Person immediately.

3. Site Inspections

- 2.1 Tenderers are encouraged to contact the nominated contact person to arrange a site visit. Any variances or omissions with the Tender pricing that could have been identified through a site visit shall be borne by the Tenderer.

4. Tendered Prices

- 3.1 Prices Tendered are to be in a Lump Sum.
- 3.2 All prices for the Services are to be fixed. Tendered prices must include GST and all applicable delivery costs, freight costs, levies, duties, taxes, and charges.
- 3.3 Any charge not stated in the Tender will not be payable by the Council.

5. Lodgement of Tenders

- 4.1 The Respondent must submit:
- 5.1.1 the original Form of Tender;
 - 5.1.2 the completed Schedules and any drawings; and
 - 5.1.3 written statements and other information (as required).
- 4.2 Lodgement of Tenders
- 5.2.1 Tenders must be lodged electronically via tenders@streakybay.sa.gov.au before the Closing Date **5.00pm (Adelaide Time) on Wednesday 31 January 2024** and in accordance with the Tender lodgement procedure set out in this clause. Tenders lodged by any other means will not be considered.

- 5.2.2 File format – Documents are to be submitted in pdf format;
- 5.2.3 Naming conventions – All documents are to be titled **RFT 24 003 – Generators – Tender Submission (Tenderer Name)**;
- 5.2.4 File sizes – Maximum limit receivable is 20mb
- 5.2.5 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFT, this RFT will prevail.
- 5.2.6 Respondents warrant that they have taken all reasonable steps to ensure that their Tenders are free of viruses or any other matter which would cause harm to Council's or SA Tenders website or systems.
- 5.2.7 Respondents acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.
- 5.2.8 If Respondents have any problem uploading their Tender, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Tender being a Non-Conforming Tender.
- 5.2.9 A Tender is deemed to have been lodged by the Respondent when the Tender has been received by the Council's server.

6. Tender Closing Date

- 5.1 This RFT closes on the Closing Date.
- 5.2 Tenders received after the Closing Date will **NOT** be considered.
- 5.3 The Council will not accept any responsibility in the event that a Tender is not received by the Closing Date.

7. Non-Conforming Tender

Any Tender may be rejected if it does not conform with the requirements of the Specifications or this RFT.

8. Acceptance of Tender

- 7.1 The Respondent agrees that the Tender remains open for acceptance by the Council for a period of not less than three (3) months after the Closing Date.
- 7.2 This RFT, together with the Tender response, Council's written acceptance of the Tender, agreement terms and conditions and the issue of an official Council purchase order, constitute the agreement between the Council and the successful Respondent.

- 7.3 The successful Respondent acknowledges and agrees that all intellectual property created by the successful Respondent arising out of the provision of the Services belongs to the Council, and the successful Respondent will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

9. No Legal Requirement

The issue of this RFT or any response to it does not commit, obligate, or otherwise create a legal requirement on the Council to acquire the Services from a Respondent.

10. Council's Rights

The Council reserves the right to:

- 9.1 amend, vary, supplement or terminate this RFT at any time;
- 9.2 accept or reject any Tender, including the lowest price Tender;
- 9.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFT;
- 9.4 postpone or abandon this RFT;
- 9.5 add or remove any Respondent;
- 9.6 accept or reject any Tender;
- 9.7 accept all or part of any Tender;
- 9.8 negotiate or not negotiate with one or more Respondent;
- 9.9 discontinue negotiations with any Respondent; and
- 9.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents based on Tendered price but without the specific amount Tendered.

11. Local Economic Benefit & Social inclusion

- 10.1 The Council aims to stimulate the use of local suppliers in its procurement activities and provide opportunities for traineeships, apprenticeships, and support programs for disadvantaged groups.
- 10.2 The Council support the development of the local economy and the enhancement of local supplier and employee capability. The Council intends to foster strong relationships with local suppliers, however at the same time not guaranteeing that a local supplier will be chosen over an alternate supplier.

12. Tender Evaluation

In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 11.1 completion of the Form of Tender;
- 11.2 financial resources;
- 11.3 relevant licences and accreditations;
- 11.4 compliance with work health and safety requirements;
- 11.5 local economic benefit and social inclusion;
- 11.6 compliance with the Specifications;
- 11.7 warranties and guarantees on the Services;
- 11.8 timeframe for the provision of the Services;
- 11.9 demonstrated experience in completing similar projects;
- 11.10 referees; and
- 11.11 insurance.

Assessment Criteria	Weightings
Local Economic Benefit & Social Inclusion	10 %
Organisation Structure, Facilities & Resources	5 %
Experience	10 %
Pricing	45 %
Implementation Schedule	10 %
Value Added Service and Improvement and Innovation	10 %
Warranty	10 %
TOTAL	100 %

13. Respondent's Confidential Information

- 12.1 Subject to clauses 12.2, the Council will treat as confidential all Tenders submitted by Respondents in connection with this RFT.
- 12.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:
- 13.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant Agreement;
 - 13.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
 - 13.2.3 is disclosed by the Council to the responsible Minister;
 - 13.2.4 is authorised or required by law to be disclosed; or
 - 13.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

14. Governing Law

- 13.1 This RFT is governed by the law in South Australia.
- 13.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

15. ICAC

Respondents acknowledge that if they enter into an agreement with the Council they will be considered to be Public Officers for the purposes of the *Independent Commissioner Against Corruption Act, 2012 (SA) (ICAC Act)* and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act as regards this agreement.

Section C – Specifications

The Contractor will comply with the *Construction Industry Training Fund Act 1993* (in this condition referred to as 'the Act') and pay any levy imposed by that Act in respect of the Works. Prior to the commencement of the work under the Agreement the Contractor shall provide written evidence to the Council's Representative that the Contractor has either paid the above levy or been exempted from paying it under the Act. Failure to provide such written evidence may result in the Contractor being refused access to the Site and will entitle the Council to withhold any payment due and payable under the Agreement until such time as the Contractor has provided written evidence of payment of the levy.

The District Council of Streaky Bay is seeking to have a Generator(s) fitted to its Principal Office and Community Hall/Supper Room (same location).

The District Council of Streaky Bay seeks to have a generator(s) installed to ensure that the Principal Office has business continuity during times of power outages and the ability to operate as a Control Centre during the event of emergency.

In addition to this the Community Hall/Supper Room that is located behind the Principal Office is to act as a community refuge centre during periods of extreme weather, power outages and natural disasters should they occur. The Hall has recently had split system heating/cooling installed throughout the building, at the time of tender there has been limited usage and therefore loading is not fully understood at this time.

Note: The Council has not undertaken any formal design or plans for this project

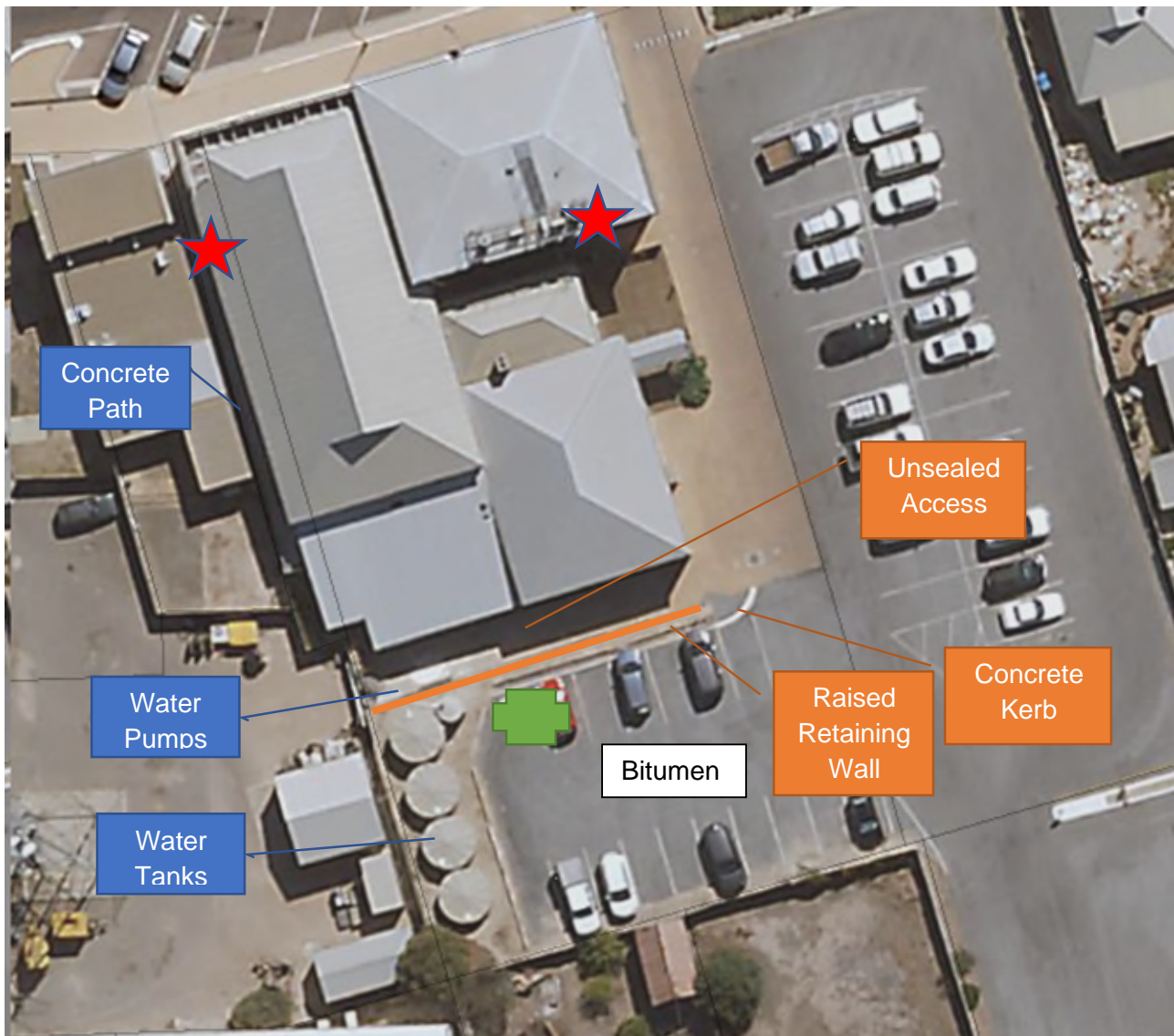
PROJECT LOCATION

29 Alfred Terrace, Streaky Bay



It is envisaged that the Generator(s) be in the location marked Green on the above map, however this is subject to site inspection.

METER BOX LOCATIONS AND EXISTING INFRASTRUCTURE

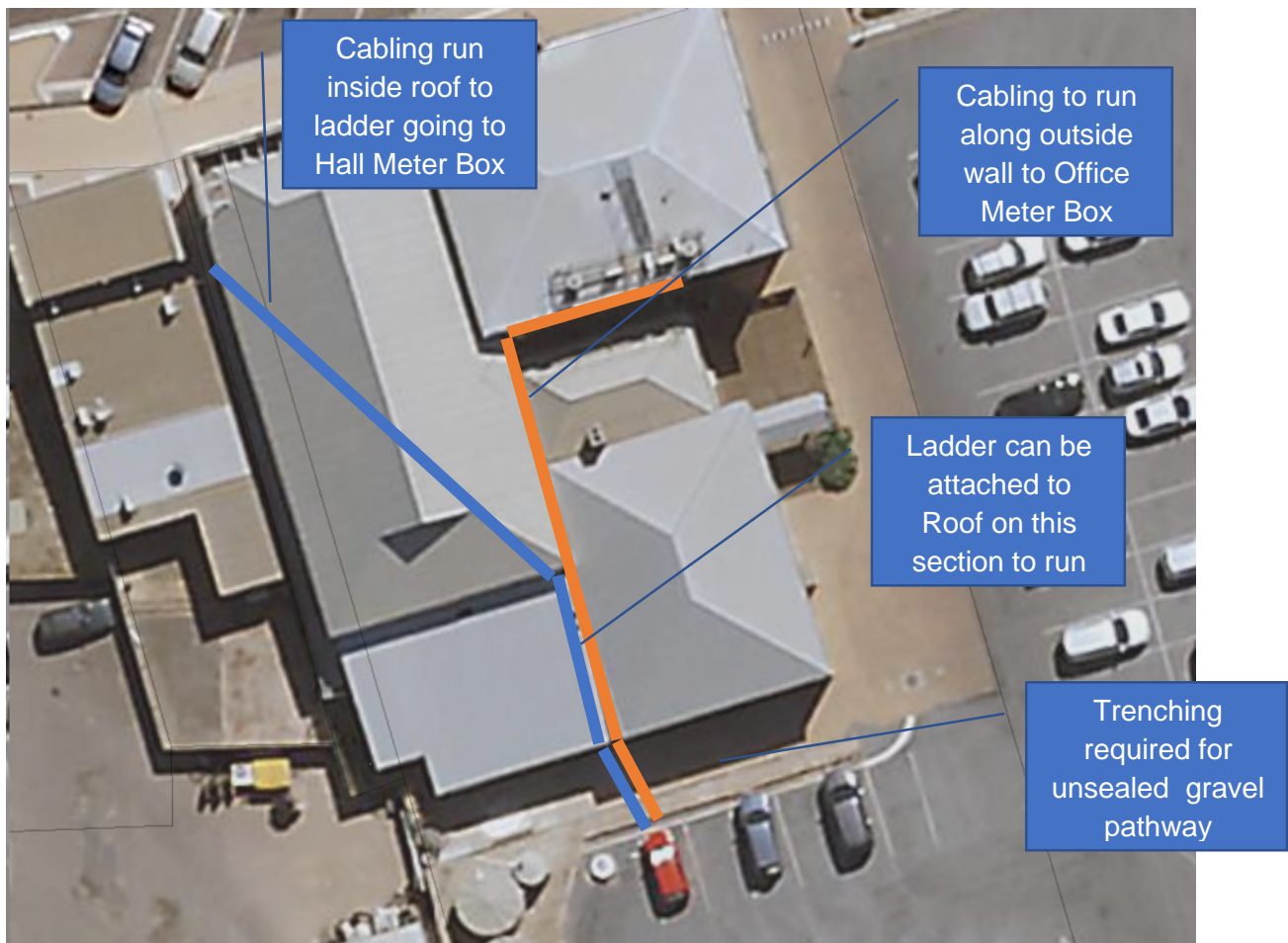


 **Meter Box Locations and Existing Infrastructure**



View from Front of Hall to Hall Meter Box Location (Alfred Terrace)

SUGGESTED CABLING ROUTE (S)



Orange – Main Office Cabling

Blue – Hall Cabling



Back of Hall / Office View from



Back of Hall Area – Access Way and Retaining Wall

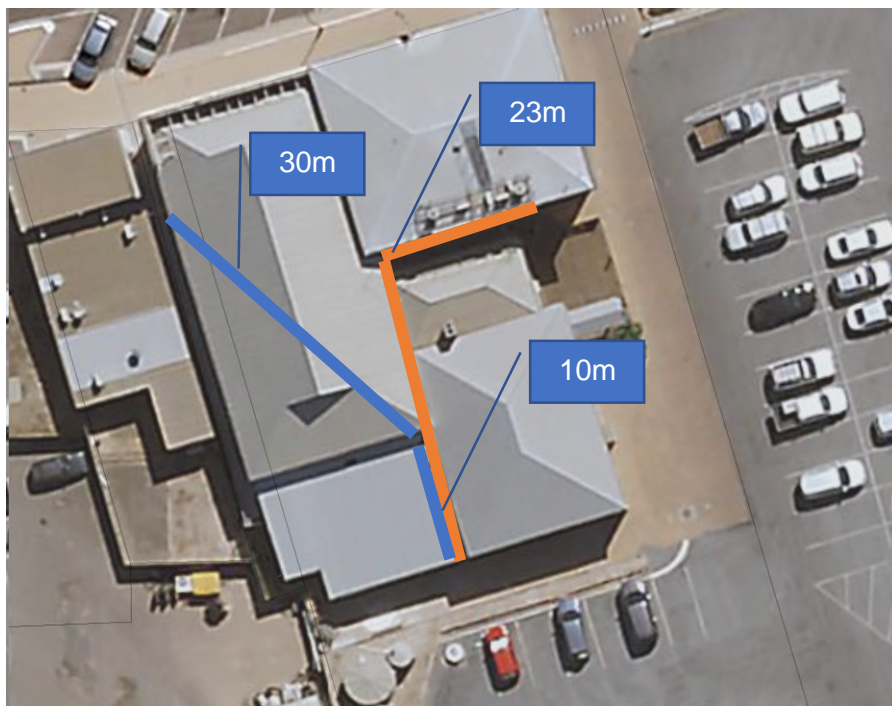
ESTIMATED CABLING DISTANCES

Disclaimer: All distances are measured as accurately as possible however on-site measurements may be required to confirm

Retaining Wall Height – 90cm

Distance between Retaining Wall and Building – 3.5m

Height from Path to Roof Top – 3.5m



METERBOXES AND SWITCHBOARDS

Main Office



Figure 1 – Outside of Meter Box



Figure 2 – Inside Building

Note: Auto Change Over Switch to be located where fire extinguisher is located inside building (Fig 1)

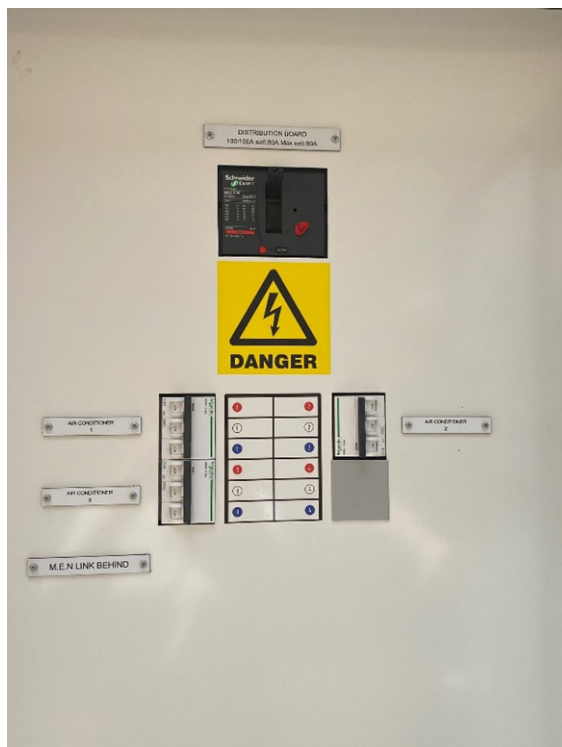
P1	FEMALE SANNETTE.	16A
P2	MALE H/D	16A
P3	FEMALE HIP	16A
P4	GROUND GPO/S	16A
P5	GROUND GPO/S	16A
P6	PHONE GPO	16A
P7	COMPUTER REAR	20A
P8	COMPUTER DOWNSTAIRS	16A
P9	UPS UPSTAIRS	20A
P10	POINT OF PRESENCE	20A
P11	POINT OF PRESENCE	16A
P12	3rd LST. GPO FRIGIDIC 20A	
P13	KITCHEN GPO/S TOP.	16A
PA	GPO 16A UPSTAIRS	20A





Hall Switch Board





Note: Auto Change Over Switch to be located to the right hand side of the meter box

SPECIFICATIONS

Generator Size and Capacity

Additional capacity should be allowed for to allow for future increased use.

Hall

- Automatic change over switching
- 3 Phase
- 200 amp

Office

- Automatic change over switching
- 3 Phase
- 100 amp

Site Inspection

It is highly recommended that prospective Tenderers attend the site (where possible) prior to tender submission. Tenderers not attending the site understand that any limitations found during supply and installation shall be remedied at the Tenderers cost.

Trenching and Reinstatement

The contractor shall be responsible for all trenching and reinstatement.

Permits, Licences, Approvals and Commissioning

The contractor shall be responsible for obtaining (on behalf of Council where applicable) any permits, licenses, approvals, and commissioning.

Instruction Manuals and Safe Operating Procedures

The contractor shall be responsible for the supply of instruction manuals and the development of a safe operating procedure for generator operation.

Warranty

The Tenderer shall include in the Tender Return Schedule the proposed warranty periods for (a) the Generators and (b) cabling (if applicable)

Insurances and Licences

The Tenderer shall provide copies of all required insurances and licences to undertake the work as outlined in the Tender Documents.

Maintenance and Trouble Shooting Assistance

The contractor shall make themselves available for trouble shooting and periodic maintenance (if required) of the generators for the first 12 month period.

Defect Liability Period

A 12 month defect liability period including 5% retention bond shall be required and included in Contract Documents.

Section D – Work Health Safety Requirements

Formal Work Health Safety Requirements

Under the Work Health Safety Act 2012 (SA), the Council have a duty as a “person conducting a business or undertaking” (PCBU) to provide and maintain, so far as is reasonably practicable, a safe working environment for its employees, respondents, contractors, sub-contractors, consultants, visitors, and members of the public. To align with The Council’s WHS duties, the successful Respondent must comply and ensure that others comply with the following:

1. The Respondent engaged in providing the Services must identify and engage their own duties as a PCBU;
2. The Respondent must ensure through a documented and systematic approach, that it complies with any Acts, regulations, local laws and by-laws, guidelines applicable to the performance of the Services; and
3. The Respondent must comply with any reasonable directions of The Council’s Representative relating to safety and environmental matters if they arise.

General Advice

It is the responsibility of the contractor to comply with relevant state WHS legislation, relevant codes of practice, Australian standards and for reporting unsafe or unsatisfactory working conditions, hazards, and incidents.

The Contractor is to complete and provide all relevant Safe Work documentation to the Council on Agreement appointment, prior to work commencing.

Reporting Hazards / Issues / Near Misses

In the instance of any incident, hazard or near-miss the Councils Superintendent shall be contacted as soon as practicable or within 24 hours and informed of the situation so that the Council can ensure the appropriate steps have been taken and the incident or hazard is formally reported and investigated where required.

Contractors must report immediately to the Council Superintendent any issue arising from a Safe Work SA Inspector or union representative visit. They must provide the Council with a copy of any document, report, notices, direction, etc. issued by the inspector / visitor.

The Council Superintendent or a Council WHS Representative who observes an unsafe practice has the right to direct a contractor to cease work until the safety concern is addressed to the satisfaction of the Council Superintendent or the WHS Representative. Council will take into consideration compliance to WHS requirements when selecting contractors for future work.

Section E – Form of Tender & Schedules

Instructions to Respondents

These forms have been designed to collect information needed to evaluate Tenders in accordance with the criteria stated in clause 12.11.1 - Section B – Tender Conditions.

1. Use these forms to provide information that demonstrates your compliance to those criteria.
2. All forms must be completed.
3. All information as set out in the forms must be provided.
4. Schedule 1 must be signed in the appropriate signature block.
5. Do not mark a form 'Not applicable' nor leave a form blank.
6. If the information required on a form is provided elsewhere in your Tender, then please provide a reference as to the location of the information on the relevant form.
7. If you are providing information that does not meet specified requirements, then you will need to indicate how you intend to meet those requirements.
8. If in doubt regarding use of any form or information required, then please contact the Nominated Contact Person in accordance with clause 2.2.3 - Section B – Tender Conditions.

Schedule 1 – Tender Form - Formal Offer

I, having read, understood and fully informed myself of the contents, requirements and obligations of the Request for Tender, do hereby Tender to provide and complete the Services described in the Specifications, as per RFT, in accordance with the Agreement for the amounts set out in the Tender Return Schedules attached.

The Respondent:

1. is subject to the terms and conditions set out in the Conditions of Tender;
2. irrevocably offers to perform the Services on the terms of the Agreement and the Specifications, as per RFT, which form part of the Tender Documents subject only to the variations set out in Schedule **14**;
3. confirms that this Tender has been prepared without any consultation, communication, agreement, or other arrangement with any competitor regarding:
 - 3.1 prices or methods, factors or formulae used to calculate prices;
 - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
 - 3.3 the submission of a Non-Conforming Tender; and
 - 3.4 the quality, quantity, specifications, or particulars of the Services; and
 - 3.5 holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.
4. Has sufficient resources to provide the Services required in the context of any other current and anticipated work commitments.
5. Confirms that its Tender considers conditions such as a pandemic which is declared by a Government Agency and measures are implemented by the Government Agency to address the pandemic, and the Tenderer has had regard to the knowledge of existence and impact of the Existing Conditions when entering into this RFT and
6. Confirms that any Addendums provided with this Tender have been reviewed and included in the Response.

The undersigned undertakes that if selected as the successful Respondent, I will execute and be bound by the Agreement in accordance with the Conditions of Tender.

Authorised Person Signature:	
Authorised Person Name:	
Authorised Title/Position:	
Name of Organisation:	
Date:	

Schedule 2 – Respondent's Details

Name of Respondent	
Entity Name (as listed on ABR and ASIC): (mandatory)	
State in full the name(s) of the person(s) listed in any Trust(s) or Partnership(s)	
State in full the registered business name(s) of the company(s)	
State in full the trading name(s) of the business	
Australian Company Name (ACN):	
Australian Business Name (ABN):	
Registered Address:	
Postal Address:	
Telephone:	
Email:	

Contact Person	
<i>Nominate a contact person for this Tender to deal with any questions or queries that may arise</i>	
Name:	
Position:	
Telephone (mobile):	
Email:	

Should the Request for Tender provided be successful, the Agreement will be executed in accordance with the following:

<input type="checkbox"/> Director/Company Secretary (Sec 127 Corp Act) Name of Director/Company Secretary: insert name of director/company secretary Email of Director/Company Secretary: insert email for director/company secretary And Name of Director/Company Secretary: insert name of director/company secretary Email of Director/Company Secretary: insert email for director/company secretary
<input type="checkbox"/> Sole Company Director & Sole Company Secretary (Sec 127 Corp Act) Name of Sole Director/Company Secretary: insert name sole director/company secretary Email of Sole Director/Company Secretary: insert email sole director/company secretary
<input type="checkbox"/> Authorised Representative (Sec 126 Corp Act) Name of Authorised Representative: insert name authorised representative Position of Authorised Representative: insert position authorised representative Email of Authorised Representative: insert email authorised representative
<input type="checkbox"/> Individual Name of Individual: insert name of individual Email of Individual: insert email of individual
<input type="checkbox"/> Partnership Name of Partner 1: insert partner name Email of Partner 1: insert email for partner Name of Partner 2: insert partner name Email of Partner 2: insert email for partner

Contractors Representative

Nominate the Contractor's Representative for Execution of an Agreement

Name:	
Position:	
Telephone (mobile):	
Email:	

Schedule 3 – Financial Capacity

To enable Council to evaluate the capacity of your Organisation to undertake the provision of the Services, the Respondent is required to provide the following information.

Respondents are required to demonstrate they have the financial capacity to provide, over the term of the Agreement for the Services, all the requirements specified. Respondents are required to consider the information below and complete the schedule accordingly.

Respondents are required to undertake to provide Council, upon request, all such information as Council reasonably requires satisfying itself that Respondents are financially viable and have the financial capability to provide the Services for which they are quoting and to otherwise meet their obligations under the proposed Agreement for Services.

Council reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact the Respondent concerning the financial information that the Respondent is required to provide.

The financial assessment is specifically for use by Council for the purpose of assessing Tenders and will be treated as strictly confidential.

Question	Detail	Yes	No
1	The Respondent must indicate whether or not it agrees to assist in a financial assessment process, <i>if required</i>	<input type="checkbox"/>	<input type="checkbox"/>
2	The Respondent must indicate that, if required, it will submit copies of its annual audited documents including but not limited to annual reports and balance sheets, profit and loss statements, and cash flow statements for the last two (2) financial years.	<input type="checkbox"/>	<input type="checkbox"/>
3	The Respondent must indicate whether or not it will co-operate with an independent financial assessor during the conduct of financial assessments	<input type="checkbox"/>	<input type="checkbox"/>
4	<p>If the Respondent provides a 'no' response to any of the above, please provide a statement detailing the Respondent's reasons (the statement should not exceed 300 words)</p> <p>Attach response to Question 4 here or as an attachment, if required, but clearly titled.</p> <p>.....</p>		
5	Has the Respondent, related or parent company of the Respondent been subject to any liquidation, receivership, or other form of insolvency administration in the last three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes provide brief details.		

6	Have any of the Respondent's directors or officers been declared as bankrupt in the past three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes provide brief details.		
7	Respondents are required to disclose any significant event, matter or circumstance that has occurred in the past three (3) years which may affect the operations of the Respondent.		

Schedule 4 – Certification

1. Licences

List details of any licences, accreditations, or membership to relevant Industry Peak Body, currently held by the Respondent that would be required or relevant in order to undertake to provide the Services of this Tender. Respondents must provide copies of all relevant licences for all stages engaged under the Agreement in your response.

(please tick where applicable)

Membership/s to Relevant Industry Peak Body

.....

Details:

Expiry Date:

Civil Contractor

Civil Construction

Details:

Expiry Date:

Building Contractor:

Commercial

Details:

Expiry Date:

Electrical Contractor

Details:

Expiry Date:

Certificate of Competency

WorkZone Traffic Management

Confined Space

Working at Heights

Certificate of Competency & White Card

Elevated Work Platform

Please include and attach any other relevant licences or accreditations you may have.

2. Insurance

Respondents **must** provide copies of Certificate of Currency documentation with their response.

PLEASE NOTE: Certificate of Currency documents MUST be in the name of the Entity Name listed on the ABN.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability (min \$20 million) per occurrence					
Vehicles plant & equipment					
Directors and officers (if applicable)					
Other					
Return to Work SA Registration No					
Return to Work SA Registration expiry Date					
OR					
Personal Accident/Injury Insurance (sole Trader)					

3. Agreement Security				
Agreement Security Required	Value or Percentage	Is Respondent willing to provide security requested, if successful?	Yes	No
Retention	5 %			<input type="checkbox"/>
If no, please provide reasons:				

Schedule 5 – Work Health & Safety and Risk Management

Respondents shall complete the following Work Health and Safety (WHS) Questionnaire. The intent of the questionnaire is to assess the Respondent's capability to meet the Principal's WHS requirements.

Item	Detail	Yes	No
1	WHS Policy and Management System		
1.1	<p>Is there a written company WHS Policy?</p> <p>If yes, please attach a brief outline of the WHS Policy.</p> <p>Please ensure that the WHS Policy identifies its compliance to legal obligations under the Work Health and Safety Act 2012, is signed, dated, and includes a review date.</p>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	<p>Do you have a WHS Management System in place?</p> <p>If no, you will need to ensure you have appropriate safety systems in place to manage the Health and Safety of employees and members of the public, in line with the WHS Act and Regulations 2012. Please provide further details in the form of an index or extract of your system.</p> <p>If yes, and it has been accredited, please attach a copy of the accreditation certificate.</p> <p>If yes, and it is not accredited, please provide further details, and answer the following questions below.</p>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Has the respondent identified any WHS risks in the provision of the services and if so, determined measures to ensure so far as is reasonably practicable, the health and safety of personnel involved in the provision of the services?	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Has the respondent made personnel aware of their WHS obligations and WHS risks in the provision of the services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Safe Work Practices/Written Procedures		
2.1	Has the company prepared Safe Operating Procedures (SOP)/Safe Work Procedures (SWP) specific to its operations?	<input type="checkbox"/>	<input type="checkbox"/>
2.2	<p>Has the company prepared Safe Work Method Statements (SWMS)/Job Safety Analysis (JSA) or Task Risk Assessment (TSA) specific to its operations?</p> <p><i>A safe work method statement will be mandatory for this work</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Please provide a copy. Has the company captured COVID-19 pandemic within these documents? If yes, please provide a copy. If no, please provide reason why:		
2.3	Is there a documented incident investigation procedure?	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Is there a procedure by which employees can report hazards at workplaces?	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Does the company keep records of hazards, incidents, and lost time injuries?	<input type="checkbox"/>	<input type="checkbox"/>
3	WHS Induction and Training		
3.1	Does the company have an induction and training program in place?	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Are records maintained of all induction and training programs?	<input type="checkbox"/>	<input type="checkbox"/>
4	WHS Inspections		
4.1	Are regular safety inspections undertaken at worksites?	<input type="checkbox"/>	<input type="checkbox"/>
5	Has the respondent been investigated regarding a WHS incident and, if so, provide the circumstances of the incident and outcome of the investigation.	<input type="checkbox"/>	<input type="checkbox"/>
6	Has the respondent been convicted of a work health and safety offence and if so, what were the circumstances?	<input type="checkbox"/>	<input type="checkbox"/>
7	Has the company assessed its proposed subcontractors in relation to WHS compliance?	<input type="checkbox"/>	<input type="checkbox"/>

Please check this box to confirm you acknowledge your obligations as ‘principal contractor’ under Regulation 293 of the *Work Health and Safety Regulations 2012 (SA)*.

Please note: Council is committed to ensuring the safety of all workers and visitors. This commitment extends to ensuring services acquired meet or exceed all safety requirements and will not, in normal use, pose any or unexpected risks.

The successful Respondent will be required to undertake individual Inductions on site for each body of works to be undertaken.

The successful Respondent must acknowledge that it will, when on any Council premises, comply with all reasonable directions of the Council, including but not limited to documented procedures relating to WHS, and any security requirements. This obligation extends to all procedures which are notified to the successful Respondent by the Council, or which might reasonably be inferred by the

successful Respondent in all circumstances. The successful Respondent must comply with all requirements under statutory WHS legislations.

Hazard Identification

Hazard Identification	
<input checked="" type="checkbox"/> Asbestos / lead	<input checked="" type="checkbox"/> Remote / isolated work
<input type="checkbox"/> Chemical exposure	<input checked="" type="checkbox"/> Restricted access
<input type="checkbox"/> Compressed air / pressure / vacuum	<input checked="" type="checkbox"/> Site access / security
<input checked="" type="checkbox"/> Confined Space / hazardous atmosphere	<input type="checkbox"/> Soil contamination
<input type="checkbox"/> Demolition	<input checked="" type="checkbox"/> Traffic / pedestrians
<input type="checkbox"/> Diving	<input checked="" type="checkbox"/> Underground / overhead services
<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Uneven / slippery surfaces
<input checked="" type="checkbox"/> Excavation / trenching	<input checked="" type="checkbox"/> Untrained / unlicensed workers
<input checked="" type="checkbox"/> Falling objects	<input checked="" type="checkbox"/> UV exposure
<input type="checkbox"/> Fire / explosion	<input type="checkbox"/> Welding
<input type="checkbox"/> Gas / fumes	<input checked="" type="checkbox"/> Working at heights
<input type="checkbox"/> Heat sources	<input checked="" type="checkbox"/> Working on or near live electricity
<input checked="" type="checkbox"/> Inclement weather	<input checked="" type="checkbox"/> Working over a pit hole
<input checked="" type="checkbox"/> Lack of first aid / emergency plan	Other (add to monitoring checklist):
<input type="checkbox"/> Lighting	<input type="checkbox"/>
<input checked="" type="checkbox"/> Manual handling / ergonomics	<input type="checkbox"/>
<input checked="" type="checkbox"/> Noise	<input type="checkbox"/>
<input type="checkbox"/> Open bodies of water	<input type="checkbox"/>
<input type="checkbox"/> Others Working in the vicinity	<input type="checkbox"/>
<input checked="" type="checkbox"/> Plant / equipment / machinery	<input type="checkbox"/>
<input type="checkbox"/> Powered mobile plant	<input type="checkbox"/>

Controls or precautions in relation to this Agreement

Physical isolations

Barricading

Electrical

Gas

Hydraulic

Traffic

Pneumatic

Water

Other:

Plant & Equipment

Elevating work platform

Forklift

Ladder

Safety data sheet

Permits to Work:

Confined space

Hot work

Working at heights

Other:

Personal Protective Equipment

Clothing (*long sleeved shirt, trousers, overalls*)

Eye wear (*sunglasses, safety glasses, goggles, face shield*)

Gloves (*safety, chemical, heavy duty, riggers*)

Head wear (*broad brimmed hat, hard hat, welding helmet*)

Hearing protection

High visibility vest or clothing

Respirator/mask

Safety boots

Safety harness

Spill containment kit

Wet weather gear

Schedule 6 – Local Economic Benefit & Social Inclusion

In assessing responses, Council considers economic and social inclusion elements such as employment creation and training opportunities, specifically within the District Council of Streaky Bay.

In support of this commitment, Respondents are requested to provide evidence regarding where staff, subcontractors, equipment, and material supplies are sourced.

Employment		
The Council is seeking the numbers of labour hours your business will employ directly to deliver the Services from within the Council area, should you be successful.		
How many hours of labour will be used to perform the Services within your business?	Number of Hours Assigned	Number of employment labour hours sourced from (e.g. town):
e.g. 200 hours	150 50	e.g. District Council of Streaky Bay e.g. Adelaide
Subcontractors		
Subcontractor's name	Number of Hours Assigned	Number of subcontractor labour hours sourced from (e.g. town):
e.g. 200 hours	150 50	e.g. District Council of Streaky Bay e.g. Adelaide
Supply Inputs (e.g. equipment, machinery, merchandise, products, food & beverage, supplies and raw materials)		
Name of supplier and location (head office)	Location of product manufacturer for materials/equipment required to deliver the Services	Estimated \$ value of materials/equipment

Training / Social Inclusion		
Please provide details of traineeships, apprenticeships and support programs offered by your organisation to disadvantaged groups or vulnerable jobseekers such as long-term unemployed, people with disabilities, etc.		
Supplier Diversity		
Please provide details of employment by your organisation to Aboriginal and Torres Strait Islander people and businesses.		

Schedule 7 – Referees

Referees			
<p>The Registrant is required to provide information on past agreements, including referees. Referees may be contacted regarding the provision of Services offered in the Registrant's response. The Registrant must provide the information requested in the tables below for three (3) agreements for the provision of Services of a similar nature to those detailed in the Specifications undertaken in the last three (3) years or current. The Referees are not to be current employees of the Council or the Council itself.</p>			
Referee #1			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Period of Service Delivery:		Value of Services (ex GST)	\$
Relevance to Project Tendered:			
Referee #2			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Period of Service Delivery:		Value of Services (ex GST)	\$
Relevance to Project Tendered:			
Referee #3			
Client Name:			
Address:			

Contact Name & Position Title:			
Telephone:		Email:	
Period of Service Delivery:		Value of Services (ex GST)	\$
Relevance to Project Tendered:			

Schedule 8 – Organisation Structure, Facilities and Resources

1. Key Personnel	
Number of key personnel proposed to be used. Copies of CV/Resumes are not required to be submitted. Copy and paste more tables if required.	
Position Title:	
Name:	
Education and/or Trade Qualifications:	
Brief Employment History: (Dates, Employer & Position)	
Experience relevant to the project:	
Training relevant to the project (e.g. Management, Supervision, Work Health and Safety, Quality Assurance, Environmental Management)	
Position Title:	
Name:	
Education and/or Trade Qualifications:	
Brief Employment History: (Dates, Employer & Position)	
Experience relevant to the project:	
Training relevant to the project (e.g. Management,	

Supervision, Work Health and Safety, Quality Assurance, Environmental Management)	
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NOTE: If successful, the Respondent must submit details and seek approval from the Council prior to changing any project key personnel.

2. Other details (e.g. specific plant & equipment, vehicles relevant to work) – Provide details			
Item	Make	Capacity/No	Part of Works to be Utilised for

3. Proposed Subcontractors:			
Provide details in the table below the proposed major sub-contractors or other representatives to be employed or engaged by the Respondent. The Respondent must specify and define the Services to be provided by sub-contractors.			
NOTE: Council reserves the right to reject any of the subcontractors listed by the Respondent in this schedule and request the name(s) of alternative subcontractors			
Subcontractors name and address	Services to be provided	Value of Services \$	Relevant Experience in similar Services

Licences/insurance adequate and current for all listed subcontractors.

The Respondent **must** declare that all subcontractors have adequate licences and/or insurances, and that they have been signed to ensure they are current. Respondents must provide copies, if requested by the Council.

4. Contingency arrangements:

Provide details of contingency arrangements should any of your facilities or sites required to facilitate the Services become unavailable in the short and long term or any key personnel resign or breakdown in critical plant and equipment.

5. Conflict of Interest

Provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise and how the disclosed conflict will be managed.

6. Current agreements

Provide details of current agreements in a local government, state government and/or private organisation environment including the range of Services provided, contact names and details for reference purposes.

Note: The Council may contact all or any organisations during the evaluation process to confirm respondents claims.

Organisation	Project	Contact Name/Number	\$'s	Completion Date

Schedule 9 – Experience

1. Past Performance	
1.1	For how many years has the Respondent engaged in the work required by the Agreement?
1.2	Has the Respondent had an appointment terminated on a project in the last (5) five years. If yes, please provide brief details.
1.3	Has the Respondent terminated on a project in the last (5) five years. If yes, please provide brief dates.
1.4	Has the Respondent refused to continue providing Services under an Agreement in the last (5) five years unless the terms or payments were changed from those which were originally agreed. If yes, please provide brief details.
1.5	For the last three (3) years, please provide details of any breaches and/or findings against your organisation in relation to, tax compliance, employment law, privacy legislation, other relevant legislation.

Schedule 10 – Project Programme & Timeframe

1. Project Programme
Respondents must provide a project programme that encompasses all activities required (including contingencies) and timelines for each activity from Agreement execution to the Agreement completion date (with the critical path clearly highlighted).

2. Timeframe	Yes	No
Services are required to be delivered/installed by 30 June 2024 . Please confirm whether this timeframe is achievable?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If no, please provide brief details.</i>		
<i>(Provide details/reasons why the timeframe for the provision of the Services cannot be achieved and any alternative timeframe)</i>		

Schedule 11 – Value Added Services and Improvement & Innovation

1. Value added services
Provide details of any other benefits you can offer to improve the level of service or value of your Tender.

2. Improvement and innovation
<p>Respondents are encouraged to detail suggestions and/or alternate proposals that are innovative and offer increased benefits to the Council. Below are some suggested categories:</p> <ul style="list-style-type: none"> • Cost Savings (must be stated in \$ terms); • Improvements to Work Health and Safety; • Improved Quality; • Reduction in Environmental Impacts; • Improved Customer Service; • Reduction of Inconvenience to the Public; • Reduction of Risk. <p>Respondents are also encouraged to suggest other categories.</p> <p>NOTE: Cost Savings offers may be considered as alternatives when finalising the contracted price.</p>

Schedule 12 – Warranty

In addition to any defect's liability period stated in the Draft Conditions of Agreement, Respondents must detail below any extended warranty/s offered, including any conditions and/or exclusions.

Warranty/s	Yes	No
Please indicate if there are any warranties, including any conditions and/or exclusions outside of the standard twelve (12) month warranty?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, please provide brief details. (Provide evidence of any warranties)</i>		

Schedule 13 – Pricing

All prices must be listed exclusive of GST

This pricing:

- Will not be subject to variation except where provided in the Conditions of Agreement.
- Must be inclusive of all administrative costs and associated overheads and conforms to the requirements of the Proposal.
- Will be used for the purpose of assessing progress claims and as the basis for negotiation of variations under the agreement.
- Must be in Australian Currency.
- Pricing that has not been included in the Tendered price may not be approved for payment by the Council without full justification, and final approval, at the discretion of the Council. It is therefore essential that all possible charges are listed within the fixed price below.

FIXED PRICE

FIXED PRICE FOR PROVISION OF THE SERVICE	\$	(ex GST)
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The above Fixed Price is made up of the following elements:

Description	Unit	Rate (ex GST)	Item Total (ex GST)
Generator 1			
Generator 2 (if applicable)			
Labour			
Civil Works			
Materials			
Design / Drawings (if applicable)			
Commissioning			
Mobilisation / Travel / Accommodation			
Other			

Sub Total (before GST)			
Amount of GST			
Total (including GST)			

Tender Inclusions/Exclusions

Respondent to provide details of all inclusions/exclusions in the tables below:

Inclusions:

Exclusions:

Schedule 14 – Statement of Conformity

If the Respondent does not comply with all the requirements of the Tender Documents, the Respondent must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Tender must be read to disregard and render void any area of the Tender which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Tender may not be further considered.

NC = Non-conforming

PC = Partial conforming

AO = Alternate offer

Statement of Conformity		Yes	No
Does the Tender conform to the requirements of the Tender Documents?		<input type="checkbox"/>	<input type="checkbox"/>
Respondent to confirm any requested changes to the Draft Agreement provided as part of this Tender.		<input type="checkbox"/>	<input type="checkbox"/>
<p>PLEASE NOTE: Changes will not be considered to the Draft Agreement after the Tender period has concluded should your Tender be successful.</p> <p>If your Tender does not conform, or you request changes to the Draft Agreement, please identify the areas of non-conformity/changes below:</p>			
Area/Clause/Schedule of non-conformity	Reason/Alternative Wording for Consideration by Council	NC/PC/AO	