

REQUEST FOR TENDER

Lawn Mowing - Nhulunbuy Town Ovals, Parks, Gardens and Airport

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| RFT number | RFT01/18 |
| Issue date | 12 July 2018 |
| Closing date | 7 August 2018 |
| Contact officer | Mark Renwick |
| Telephone | 0417 827 367 |
| Email | msi@ncl.net.au |

Part A – Introduction

1 Introduction

1.1 About the Nhulunbuy Corporation Limited

1.1.1 Nhulunbuy is located in East Arnhem Land east of Darwin. It has a dynamic and friendly community with a developing economic base, providing opportunities for future business development and growth. The population of Nhulunbuy is approximately 3,400. The East Arnhem region is home to more than 14,000 Indigenous community members, predominately from the Yolngu clans.

The Nhulunbuy Corporation maintains the municipal services by agreement with Rio Tinto for the township of Nhulunbuy, its Industrial Estate and the Gove Airport.

1.2 Procurement Objective

1.2.1 The Nhulunbuy Corporation is seeking professional organisations that can provide a high standard for the delivery of Lawn Mowing Services to the Nhulunbuy Town Ovals, Parks, Gardens and Airport.

1.2.2 As part of this requirement the Nhulunbuy Corporation seeks excellent service and a strong commitment to providing quality results.

1.3 Summary of Requirement

1.3.1 By this Request for Tender (RFT), the Nhulunbuy Corporation seeks to procure services from entities as outlined in the Scope of Works.

1.3.2 The term of the contract will be 1 year plus two (2) x 1 year extension options at the sole discretion of the Principal.

1.3.3 Tenderers should ensure they have obtained a copy of the following files for this RFT:

- a) RFT document
- b) Tender Returnable Schedules, and
- c) Tender Declaration.

1.4 Timetable

1.4.1 A timetable for the conduct of this RFT is outlined below. This timetable may be amended by the Nhulunbuy Corporation from time to time. Any amendments will be notified by the Nhulunbuy Corporation on its website.

| Event/activity | Due date |
|---|------------------|
| Issue of RFT | 12 July 2018 |
| Compulsory Briefing Session | 25 July 2018 |
| Closing date for Tenders | 7 August 2018 |
| Selection of preferred Tenderer(s) | 17 August 2018 |
| Board Approval | 31 August 2018 |
| Execution of contract | 5 September 2018 |
| Commencement of services/Implementation | 20 October 2018 |

1.5. Further information and enquiries

1.5.1 The Contact Officer is:

Name Mark Renwick
 Position Manager, Strategic Infrastructure
 Email msi@ncl.net.au
 Phone (08) 8939 2200
 Mobile 0417 827 367

1.5.2 Any questions arising during this RFT process, or requests for clarification or further information, must be made in writing by email to the Contact Officer.

1.6 Definitions

1.6.1 In this RFT:

- a) Tenderer means any person or organisation who receives this RFT and who submits a Tender in response
- b) Tender means a submission made to the Nhulunbuy Corporation in response to this RFT

1.7 Briefing Session

1.7.1 A compulsory briefing session for prospective Tenderers in relation to this RFT will be held at a time to be confirmed on 25 July 2018 at the Nhulunbuy Corporation Depot, Arnhem Road in Nhulunbuy. All potential Tenderers (or an authorised representative) must attend this briefing session. On completion of this meeting, potential tenderers will be escorted to selected sites for inspection. Transportation arrangements are the responsibility of the tenderer.

Part B – Tendering Conditions

2 Lodgement of Tenders

2.1 Tender Box

- 2.1.1 Tenders shall be lodged in person.
- 2.1.2 Tenders lodged must be delivered in a sealed envelope to the Nhulunbuy Corporation Head Office located in Westal Street, Nhulunbuy, NT with the tender number clearly indicated on the envelope.
- 2.1.3 Tenderers should provide:
 - a) the completed Tender Returnable Schedules in the prescribed format
 - b) the completed Tenderer Declaration
 - c) copies of all other documents requested in the RFT, and
 - d) any other documentation supporting the RFT application

2.2 Tender Closing Time

- 2.2.1 Tenders must be lodged, in accordance with clause 2.1.1, before 4pm on 7 August 2018.
- 2.2.2 The judgement of the Nhulunbuy Corporation as to the time a Tender has been lodged will be final.
- 2.2.3 The Nhulunbuy Corporation may, by notice on its website, extend the closing time.
- 2.2.4 Where the Nhulunbuy Corporation extends the closing time, the new closing time will apply equitably to all tenderers.
- 2.2.5 It is the responsibility of tenderers to ensure that they are able to access the Nhulunbuy Corporations website.

2.3 Late Tenders

- 2.3.1 Tenders received after the closing time and date will not be accepted.
- 2.3.2 Lodgement of Tenders by the closing time is entirely the Tenderers' responsibility.

2.4 Corrections and additions

- 2.4.1 If a Tenderer becomes aware of an error or omission in its Tender and wishes to lodge a correction or additional information, the material must be lodged, in accordance with clause 2.1.1, before the closing time.
- 2.4.2 The Nhulunbuy Corporation is not obliged to consider a correction or additional information received after the closing time.

2.5 Tender validity period

2.5.1 A Tender must remain open for acceptance for at least 30 days from the Closing Time.

2.6 Ownership of Tenders

2.6.1 All Tenders become the property of the Nhulunbuy Corporation once lodged. The Nhulunbuy Corporation may copy, amend, extract or otherwise deal with all or any part of a Tender for the purpose of conducting the RFT process.

2.6.2 Unless the Nhulunbuy Corporation agrees otherwise with a Tenderer, the Corporation reserves the right to disclose the contents of all Tenders for the purpose of:

- a) conducting the RFT process, or
- b) as otherwise required to any government department, agency, authority, Minister, the Parliament or any Parliamentary officer or committee, for the proper performance of their statutory or governmental responsibilities

2.7 Clarifications

2.7.1 The Nhulunbuy Corporation shall provide the answer to any query from a Tenderer to all other Tenderers without disclosing the source of the query, including (without limitation) by publishing the answer on the Nhulunbuy Corporation website.

2.7.2 Without limitation, Tenderers should expect that answers to queries that provide additional substantive information will be provided to all other tenderers.

2.8 Notice of changes to this RFT

2.8.1 The Nhulunbuy Corporation may amend this RFT from time to time. The Nhulunbuy Corporation will notify known tenderers of any amendments to this RFT and publish the relevant amendment on the Nhulunbuy Corporation website.

2.9 Addenda

2.9.1 To ensure all potential tenderers are given a fair and equal access to information relating to the RFT, any addendum will be issued via the Nhulunbuy Corporation's website.

2.9.2 When an addendum is issued, an email will be sent to the email address of all potential Tenderers who have received original RFT documentation from the Nhulunbuy Corporation, advising them of the issuance of an addendum.

2.10 Probity

2.10.1 The Nhulunbuy Corporation is committed to ensuring that competition for the provision of the services is fair and open. For tenderers this means that:

- a) all evaluation and selection processes will be conducted in accordance with the processes set out in this RFT
- b) assessment of Tenders will be conducted consistently and objectively
- c) each Tenderer will have access to the same information about the RFT
- d) information provided in a Tender will be secure, and all confidential information treated as such, and
- e) all actual, potential or perceived conflicts of interest will be addressed

2.11 Probity Advisor

2.11.1 The Nhulunbuy Corporation has appointed the Chief Executive Officer as the Probity Advisor for this project.

2.11.2 If Tenderers have any concerns relating to the probity of the process they should contact the Probity Advisor in writing on:

| | |
|----------|--|
| Name | Adam Seiler |
| Position | Chief Executive Officer |
| Mail | PO Box 345 Nhulunbuy NT 0881 |
| Email | ceo@ncl.net.au |

3 Requirements for Tenders

3.1 Content and Format Requirements

3.1.1 This RFT contains various Content and Format Requirements.

3.1.2 The Nhulunbuy Corporation will only give further consideration to a Tender where, at the time of opening, the Tender meets the Minimum Content and Format Requirements.

3.1.3 The Minimum Content and Format Requirements are:

- a) be presented in the English language
- b) as appropriate, refer to the relevant clause numbers of this RFT, and
- c) unless otherwise specified, express all measurements in Australian metric units of measurement

3.1.4 The Nhulunbuy Corporation may, at its absolute discretion, exclude a Tender from the evaluation process where other Content and Format Requirements are not substantially met.

3.2 Conditions for Participation

3.2.1 Tenders must address the Conditions for Participation specified in Part C (Conditions for Participation). The Conditions for Participation are mandatory requirements. They are minimum standards that Tenderers must meet to participate in this procurement process.

3.2.2 Tenderers failing to meet Conditions for Participation will be excluded from the tender evaluation process.

3.3 Tenders to be Legible

3.3.1 Tenders containing information which is not clear or legible may be excluded from the evaluation process.

3.4 Tenderer Details

3.4.1 Tenderers must provide sufficient information in the tender submission documents to enable the Nhulunbuy Corporation to clearly identify the legal entity with which a contract for the requirement in this RFT may be entered. After lodging a Tender, the Tenderer must promptly notify the Nhulunbuy Corporation of any changes to this information.

3.5 Referees

- 3.5.1 Tenderers must provide the details of two referees.
- 3.5.2 It is preferred that these referees be from customers that have implemented similar goods or services as required by the Nhulunbuy Corporation in this RFT.
- 3.5.3 The Tenderer should not have any vested commercial interest in, or in connection with, the referees.
- 3.5.4 The Nhulunbuy Corporation is under no obligation to contact nominated referees.
- 3.5.5 The Tenderer agrees to the Nhulunbuy Corporation contacting nominated referees or any other customers of the Tenderer.

3.6 Confidentiality

- 3.6.1 In response to this RFT, tenderers should note that the Nhulunbuy Corporation will only agree to treat information as confidential in cases that it considers to be appropriate.
- 3.6.2 In the absence of such an agreement, the Nhulunbuy Corporation has the right to disclose the information contained in Tenders in accordance with Part B of this RFT.

3.7 Alternative Offers

- 3.7.1 In addition to lodging a Tender that complies with the Part D (Statement of Requirement), tenderers may lodge a proposal with an alternative offer.
- 3.7.2 A separate response must be lodged in accordance with clause 2 of this RFT for each alternative offer.
- 3.7.3 Alternative offers will be considered at the sole discretion of the Nhulunbuy Corporation.

3.8 Prices

- 3.8.1 Unless otherwise specified, prices must:
 - a) be expressed in Australian dollars and as exclusive of goods and services tax (GST) and any other taxes and duties, with the GST and other tax and duty components identified separately
 - b) remain unalterable for the period of Tender validity
 - c) not vary according to the mode of payment, and
 - d) take into account the liability, indemnity and other relevant provisions regarding risk in the Draft Contract and Statement of Requirement

3.9 Contract Preference

- 3.9.1 The contract will be a Schedule of Rates contract based on details in Attachment 1 Schedules 1, 2, and 3. While preference is for a single contractor covering the three schedules, each schedule may be considered and awarded separately.

3.10 Draft contract

- 3.10.1 The terms and conditions on which the Nhulunbuy Corporation intends to engage with the successful Tenderer (if any) will be in accordance with the **Nhulunbuy Corporation's**

Simple Service Agreement.

3.11 Insurance

- 3.11.1 The successful Tenderer will be required to have in place insurance arrangements appropriate to provision of the requirement in this RFT, including (without limitation) public liability insurance, property damage insurance, product liability insurance and workers compensation insurance.
- 3.11.2 As part of their Tender, Tenderers must detail the insurance they have in place, or will have in place if chosen as the successful Tenderer.

3.12 Subcontractors

- 3.12.1 If a Tenderer proposes that any part of the requirement in this RFT is to be performed under subcontracts, the names of the proposed subcontractors and details of the work proposed to be undertaken by them must be set out in the response.
- 3.12.2 The successful Tenderer will:
- a) be responsible for the actions of any subcontractor, and
 - b) at all times remain responsible for the delivery of the requirement as set out in Part D (Statement of Requirement)
 - c) Sign and submit a Subcontractors Declaration with each progress claim that will be made in conjunction with the goods or services delivered under this tender

3.13 Supporting material

- 3.13.1 The Tenderer may provide such supporting material with their Tender, as the Tenderer considers appropriate. Such material may be considered by the Nhulunbuy Corporation, but does not form part of the Tender for evaluation purposes.
- 3.13.2 The Tenderer must provide evidence of compliance with the *Work Health and Safety Act 2011* (NT) in particular, their company Safety Management Plan.

3.14 Security, probity, risk and financial checks

- 3.14.1 The Nhulunbuy Corporation reserves the right to perform security, probity, risk assessment and financial checks it considers necessary in relation to the Tenderer as detailed in clause 6.8.2.
- 3.14.2 Each Tenderer agrees to provide, at its cost, all reasonable assistance to the Nhulunbuy Corporation in this regard.

4 Participation in the RFT process

4.1 Acknowledgment and disclaimer

- 4.1.1 The Nhulunbuy Corporation, its employees, advisors and agents:
- a) make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this RFT
 - b) make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct, and
 - c) to the extent permitted by law, expressly disclaim all liability arising from information contained in or omitted from this RFT or otherwise provided to a Tenderer

4.1.2 It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tenders.

4.1.3 In submitting a Tender, each Tenderer acknowledges that it has not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this RFT, or otherwise provided to a Tenderer by the Nhulunbuy Corporation or on the Nhulunbuy Corporation's behalf.

4.2 Tenderer costs

4.2.1 All expenses and costs incurred by a Tenderer in connection with this RFT, including (without limitation) preparing and lodging a Tender, providing the Nhulunbuy Corporation with further information, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the Tenderer.

4.3 No contract

4.3.1 Nothing in this RFT should be construed to give rise to any contractual obligations or rights, express or implied, by the issue of this RFT or the submission of a Tender in response to it.

4.3.2 No contract will be created until a formal written contract is executed between the Nhulunbuy Corporation and a Tenderer.

4.4 Limited liability

4.4.1 In the event a court finds there to be a contract between the Nhulunbuy Corporation and a Tenderer regarding the conduct of this RFT process, contrary to clause 4.3, the Tenderer acknowledges that the Nhulunbuy Corporation's liability for any breach of the terms of such contract is limited to the Tenderers costs of participation in the RFT process, and does not include liability for any lost profit, lost opportunity or other losses of the Tenderer.

4.5 Public statements

4.5.1 Tenderers must not make any public statements (including without limitation providing information or documents for publication in any media) in relation to this RFT or any subsequent contract arising out of this RFT, without the Nhulunbuy Corporation's prior written approval.

4.6 The Nhulunbuy Corporation's Rights

4.6.1 Notwithstanding any other provision of this RFT, the Nhulunbuy Corporation reserves the right, at any time to:

- a) alter, amend or vary this RFT and the process outlined in this RFT
- b) if the Nhulunbuy Corporation considers that it is in the Public Interest to do so, suspend or terminate this RFT process or any part of it
- c) require additional information or clarification from any Tenderer or anyone else, or provide additional information or clarification to any Tenderer or anyone else
- d) negotiate or not negotiate with any one or more Tenderers, and discontinue negotiations at any time
- e) allow, or not allow, the successful Tenderer to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFT
- f) add to, alter, delete or exclude any of the requirement to be provided by the preferred Tenderer under this RFT, and

- g) alter, amend or vary the terms of the contract at any time, including without limitation during negotiations

4.6.2 For the avoidance of doubt, Nhulunbuy Corporation may exercise its rights under this clause and elsewhere in this RFT at any time and in its absolute discretion, unless this RFT or any Territory or Federal laws expressly provides otherwise.

4.6.3 For the avoidance of doubt, it may be in the Public Interest suspend or terminate this RFT process if:

- a) there is a decision made to cancel or vary the program to which the procurement relates
- b) unforeseen technological or environmental change occur which affects the business case for the procurement as specified
- c) unforeseen technical or operational problems occur which can be attributed to inadequate, incorrect or inappropriate specifications in the request document
- d) there is a discovery of new information materially affecting the policy or operational effectiveness of the continuation of a project and/or procurement as specified, or
- e) funding is unavailable or insufficient through changes to budget appropriations or inability to obtain authority where necessary

4.7 Conflict of Interest

4.7.1 Tenderers must include in their Tender details of any known circumstances that may give rise to an actual or potential conflict of interest with the Nhulunbuy Corporation in responding to this Tender or in the provision of the property or services specified in the Statement of Requirement.

4.7.2 If at any time after the Tender is submitted to the Nhulunbuy Corporation, an actual or potential conflict of interest arises or may arise for any Tenderer, that Tenderer must immediately notify Nhulunbuy Corporation in writing. Nhulunbuy Corporation may, in its absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest
- b) disregard the Tender submitted by such a Tenderer, or
- c) take any other action as it considers appropriate

4.8 False or misleading claims

4.8.1 If a Tenderer is found to have made false or misleading claims or statements or obtains improper assistance, the Nhulunbuy Corporation may exclude its Tender from the evaluation process.

4.8.2 Tenderers should be aware that giving false or misleading information to the Nhulunbuy Corporation is a serious offence under the Criminal Code Act 1995.

4.9 Unlawful inducements

4.9.1 Tenderers and their officers, employees, agents and advisors must not violate any applicable laws or Council policies in relation to unlawful inducements in connection with the preparation or lodgement of their Tender and the RFT process.

4.10 Collusive tendering

4.10.1 Tenderers and their officers, employees, agents and advisors must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other

Tenderer or person in relation to the preparation or lodgement of their Tender or the RFT process.

5 Policy Requirements

5.1 Privacy

- 5.1.1 The Nhulunbuy Corporation is obliged to protect personal information in accordance with the public-sector Information Privacy Principles in the Privacy Act 1988 (Privacy Act). Nhulunbuy Corporation reserves the right at any time not to disclose any information that is subject to, or that Nhulunbuy Corporation reasonably believes could be subject to, protection under the Privacy Act.
- 5.1.2 Tenderers must comply with applicable obligations under the private-sector National Privacy Principles in the Privacy Act.
- 5.1.3 If the Nhulunbuy Corporation discloses any personal information to Tenderers, they must also comply with the public-sector obligations under the Privacy Act, to which Nhulunbuy Corporation is subject, in relation to that information.

5.2 Workplace relations

- 5.2.1 All Tenderers will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:
 - a) Workplace/Industrial Relations legislation
 - b) Work Health and Safety legislation
 - c) Workers Compensation legislation, and
 - d) Affirmative Action legislation

5.3 Conduct

- 5.3.1 Tenderers should note that Nhulunbuy Corporation expects contractors and their personnel to conduct themselves in accordance with the Nhulunbuy Corporation Code of Conduct.

5.4 Anti-terrorism Measures

- 5.4.1 Your attention is drawn to the Charter of United Nations (Dealing with Assets) Regulations 2008 and the list of persons and entities designated as terrorists under the Regulations. The list and more information are available at <http://www.dfat.gov.au> . Nhulunbuy Corporation will not enter into a contract with a person or organisation on the list.

6 Evaluation of Tenders

6.1 Evaluation Objective

- 6.1.1 The Nhulunbuy Corporation will assess tenders to identify the Tender that it considers to be the best value for money.
- 6.1.2 Value for money is a comprehensive assessment that takes into account both cost, represented by the assessment of price, and value, represented by technical worth assessment, in the context of the risk profile presented by each tender.

6.2 Evaluation Governance

- 6.2.1 The Nhulunbuy Corporation will establish a Tender Evaluation Panel to oversee and manage the evaluation process.
- 6.2.2 The Panel may form working groups to act on its behalf and may include external advisers and third parties. Nhulunbuy Corporation may make available to advisers and third parties a copy of any Tender for the purposes of evaluation.
- 6.2.3 The Panel may seek clarification from and enter discussion with any or all the tenderers in relation to their Tender.
- 6.2.4 The Panel may seek additional information in respect of any aspect of a Tender at any time.
- 6.2.5 The Panel is not under any obligation to take into account additional information provided by a Tenderer and will not do so where that would introduce unfairness into the evaluation process.
- 6.2.6 It is permissible for the Panel during evaluation phases to clarify any errors of form, such as technical omissions, ambiguities and anomalies, in a Tender with the Tenderer. However, this will not extend to a substantial re-tailoring of the Tender.
- 6.2.7 A short-listing process may occur in which Nhulunbuy Corporation may, at its absolute discretion, exclude a Tender from further consideration at any stage of the RFT process if:
 - a) it is found not to comply with the terms and conditions of the tendering process
 - b) it is evaluated as not meeting or addressing an evaluation criteria
 - c) if it is found to be unacceptable in terms of effectiveness against the evaluation criteria
 - d) it is evaluated as representing a greater than acceptable price;
 - e) it is found to be presenting unacceptable risk; or
 - f) it is evaluated as not achieving a satisfactory standard
- 6.2.8 It is not permissible for the Panel to negotiate with tenderers during the evaluation process.
- 6.2.9 The Nhulunbuy Corporation will not necessarily accept any Tender.
- 6.2.10 All final selection decisions will be made by Nhulunbuy Corporation having regard to the Panel's recommendations and any other matter Nhulunbuy Corporation considers relevant.
- 6.2.11 All tenderers will be informed in writing of the outcome of their Tender at the conclusion of the RFT process.
- 6.2.12 Unsuccessful Tenderers may request in writing:
 - a) a statement of the reasons their Tender was unsuccessful, and
 - b) an opportunity to be debriefed
- 6.2.13 The content and format of any statement or debriefing is at Nhulunbuy Corporation's absolute discretion.

6.3 Evaluation Process: Stage 1 - Opening the Tender Box

- 6.3.1 Each Tender lodged with Nhulunbuy Corporation in response to this RFT will be initially assessed to ensure that:
 - a) the Tender has been submitted by the Closing Time;

- b) at the time of opening the Tender, the Tender meets the Minimum Content and Format Requirements specified in this RFT at clause 3.1

6.3.2 Tenders failing to meet Minimum Content and Format Requirements will be excluded from further consideration in the evaluation process.

6.3.3 Tenders found to contain viruses, worms or other disabling features will be excluded from further consideration in the evaluation process.

6.4 Evaluation Process: Stage 2 - Conditions for Participation Evaluation

6.4.1 Tenders will be assessed against the Conditions for Participation stated in the RFT clause 7.

6.4.2 Tenders failing to meet these mandatory requirements will not be considered further in the evaluation process.

6.5 Evaluation Process: Stage 3 - Compliance Evaluation

6.5.1 Remaining Tenders will be evaluated to assess the risk associated with responses to the following:

- a) compliance with Conditions of Tender
- b) Tenderer Details, and
- c) the Tenderers Declaration

6.5.2 Tenders representing unacceptable levels of risk may be excluded from further consideration in the evaluation process.

6.6 Evaluation Process: Stage 4 - Technical Worth

6.6.1 For each remaining Tender a quantitative (score) and qualitative (comment) assessment of the response to the Statement of Requirement will be undertaken to determine the degree of effectiveness.

6.6.2 The Panel will also identify risks associated with the response to the Statement of Requirement.

6.7 Evaluation Process: Stage 5 – Price Evaluation

6.7.1 The Panel will then consider pricing details for remaining Tenders and identify Tenders which are cost-effective.

6.7.2 The panel will also identify any risks associated with tendered pricing.

6.7.3 Tenders which are not cost-effective may be excluded from further consideration in the evaluation process.

6.8 Evaluation Process: Stage 6 – Risk Analysis

6.8.1 In developing a risk profile for a Tenderer, the Panel will undertake a risk assessment of any risk issues identified.

6.8.2 In developing a risk profile for a Tenderer, the Panel may also perform such security, referee or financial checks and procedures as considered necessary in relation to the

Tenderer. These checks may include (without limitation) ascertaining risk associated with each Tenderer in relation to: financial viability; corporate history; significant litigation (past, present or pending); past performance; experience, qualifications and skills of resources; capacity and capability to achieve the outcomes sought in the Statement of Requirement; and other issues of risk.

- 6.8.3 Any Tender demonstrating unacceptable risk, which would reduce the likelihood of Nhulunbuy Corporation achieving the stated objective, may be excluded from further consideration in the evaluation process.

6.9 Evaluation Process: Stage 7 - Evaluation Recommendations

- 6.9.1 Tenders will be assessed to determine their relative ability to satisfy the overall requirement (Technical Worth) at a competitive cost (Cost Analysis) and at an acceptable risk (Risk Analysis).
- 6.9.2 A preferred Tenderer, or tenderers, will be recommended on this value for money basis.

6.10 The Procurement Delegate's Decision (Nhulunbuy Corporation Decision)

- 6.10.1 The panel will submit its evaluation report to the Nhulunbuy Corporation for consideration.
- 6.10.2 The Nhulunbuy Corporation Chief Executive Officer will decide who Nhulunbuy Corporation enters into contract negotiations with.

6.11 Contract Negotiations

- 6.11.1 The Nhulunbuy Corporation may select any number of Tenderers with whom it will negotiate with a view to selecting a contractor.
- 6.11.2 During those negotiations the Nhulunbuy Corporation may seek variations to a Tender, or supplementary information, to address any variation to Part D (Statement of Requirement).

Part C - Conditions for Participation

7 Conditions for Participation

7.1 Mandatory Requirements

- 7.1.1 The Conditions for Participation are mandatory requirements, which describe minimum standards that suppliers must meet for their submissions to be considered. If potential suppliers do not meet the Conditions of Participation, they will be excluded from the remainder of the Tender process.
- 7.1.2 The Conditions for Participation are:
- a) Attend briefing session
 - b) The Tenderer and subcontractors must not be bankrupt or insolvent
 - c) The Tenderer and subcontractors must not have had significant deficiencies in performance of any substantive requirement or obligation under a prior contract
 - d) The Tenderer and its subcontractors must not be named as not complying with Equal Opportunity Employment requirements
 - e) All Certificates of Currency for the following insurances must be supplied:

- \$10m Public and Products Liability noting the Nhulunbuy Corporation as an interested party
 - Motor Vehicle third party liability, and
 - Workers compensation
- f) Copy of all Workplace Health and Safety Management Systems including all relevant Safe Work Method Statements (SWMS) must be supplied
 - g) Copy of all Quality Management Systems must be supplied
 - h) Signed Tenderer's Declaration
 - i) Signed acknowledgement of receipt and acceptance of the Nhulunbuy Corporation's Code of Conduct and declaration of financial viability

Part D - Statement of Requirement

8 Introduction

8.1 Description of the Procurement

- 8.1.1 The Nhulunbuy Corporation is seeking Requests For Tender for the provision of Lawn Mowing Services for the Nhulunbuy Town Ovals, Parks, Gardens and Airport.

8.2 Business Drivers

- 8.2.1 The Nhulunbuy Corporation has identified a requirement to conduct a tender for Lawn Mowing Services in the above noted areas. The current tender expires on 19 October 2018.

9 Objective

9.1 Scope of Works

- 9.1.1 The Contractor is required to provide all labour, plant, materials and equipment to carry out Lawn Mowing of Town Ovals, Parks, Gardens and Airport and trimming of parks, buffer strips, nature strips and other public areas as set out in the tender schedule.

Where collected, litter or green waste is to be disposed of at the Gove Waste Management Facility. As part of this contract, such waste may be dumped at the facility at no charge.

9.2 Schedule 1 - Mowing of Town Parks and Gardens

- 9.2.1 The areas to be mowed and trimmed are identified in Schedule 1 of Attachment 1, and shall be defined as from property line to property line in parklands, public open space, road reserves and walkways or from property line to kerb as may be the case.
- 9.2.2 The term 'mowing' shall include all the following works and standards:
 - a) Remove all litter from areas to be mowed and dispose of such litter at the Gove Waste Management Facility
 - b) Remove tree limbs, palm fronds and branches from the area to be mowed or as otherwise described and dispose of at the Gove Waste Management Facility
 - c) Destroy and flatten out ant beds
 - d) Mow all irrigated areas to a fine turf length of 30 to 40 mm or as short as practical, having regard to ground conditions. Non-irrigated areas to be mowed to 60mm
 - e) Trim surrounds and edges to trees, shrubs and fences

- f) Trim or mow under and around any play equipment, seats, poles, light posts or other equipment or structures
- g) Trim all edges to paths and kerbs so that grass is edged and does not overhang
- h) Concentrations of grass clippings are to be spread evenly over the mown areas or picked up and removed by the Contractor
- i) Ensure that all paths, hard surfaces and play areas are free from grass clippings and weeds
- j) Report any damaged sprinklers to the NCL Work Supervisor as soon as is possible
- k) All road verges, parks and other places are to be left in a clean, safe and tidy condition
- l) The street verges should be pruned and cleared to a nominal width of no more than three meters from the kerb line. Any trees which are overhanging should be pruned if they are interfering with pedestrian traffic or vehicle traffic thoroughfare. The optimum intention must be to ensure that pedestrians are able to utilise footpaths, the street verge and not be forced into competition with motor vehicles on the roadways and that growth does not interfere with vehicle line of sight at intersections

9.2.3 Pruning at intersections should take into account line of sight visibility for traffic entering and leaving the intersections. Care should be taken when pruning garden type shrubs and a sympathetic approach should be used if residents are required to relocate the shrub in question to within their property boundary and off the road verge. Any issues are to be discussed with the NCL Work Supervisor.

9.2.4 The default frequency for mowing will be:

- for irrigated parks every two weeks, and
- for other parks every four weeks in the dry season and every three weeks in the wet season

9.2.5 The Nhulunbuy Corporation may alter the frequency that any area or part of an area is mown at any time in writing to the Contractor. The Nhulunbuy Corporation reserves the right to carry out mowing in the designated area covered by this contract using other means outside this contract if so desired.

9.3 Schedule 2 - Mowing of Town Ovals

9.3.1 The areas to be mowed and trimmed are identified in Schedule 2 of Attachment 1, and noted as item 1. Hindle Oval 1, item 2. Hindle Oval 2, and item 3 Bottlebrush Avenue and Eugenia Ave.

9.3.2 The areas shall be defined generally as:

- a) The grassed playing surface
- b) The grassed and irrigated area, both within and outside the perimeter fence (the perimeter), and
- c) The outer areas, which may extend to the tree line

9.3.3 The grass:

- a) on the playing surfaces shall be cut
 - i) to 40mm during the peak season and shall be to such a finish as to facilitate the performance of appropriate sporting bodies and activities to high standards, and
 - ii) to 60mm at all other times.
- b) on the non-playing areas shall be cut to 60mm unless otherwise directed by the NCL Work Supervisor.

- 9.3.4 Work shall be carried out at the frequency as directed by the NCL Work Supervisor and is estimated to be:
- a. Grassed playing surface and perimeter- at least once weekly increasing to twice weekly during peak periods (allow 70 times per annum)
 - b. Outer area - four weeks in the dry season and every three weeks in the wet season
 - c. Other irrigated areas every two weeks
- 9.3.5 The Nhulunbuy Corporation may alter the frequency that any area or part of an area is mown at any time in writing to the Contractor. The Nhulunbuy Corporation reserves the right to carry out mowing in the designated area covered by this contract using other means outside this contract if so desired.
- 9.3.6 All work shall be carried out in an expeditious manner using proper skills and workmanlike practices to facilitate the use of the ovals as much as possible.
- 9.3.7 The trimming of grass around fence posts and other obstructions should be carried out by whipper snipper to produce a neat and tidy appearance.
- 9.3.8 All mowing shall be carried out at a time to produce optimum playing conditions for the various sporting codes using the playing surfaces.
- 9.3.9 The mowing shall include the collection and removal of all tree limbs, branches and the destruction and removal of termite mounds. Tree limbs and branches should be removed to the Gove Waste Management Facility.
- 9.3.10 Concentrations of grass clippings are to be spread evenly over the mown areas or picked up and removed by the Contractor.
- 9.3.11 On completion of mowing the area the Contractor shall advise the NCL Work Supervisor or their representative, who shall inspect the work and signify approval or otherwise of the completed works for payment.
- 9.3.12 The Contractor shall be responsible for any damage to fixtures or fittings on the Oval areas or the outer area. The Nhulunbuy Corporation reserves the right to make any repairs or replacements at the cost of the Contractor who will promptly pay the amount of all such costs incurred on notification of such amounts.

9.4 Schedule 3 - Landside Maintenance at Nhulunbuy Airport

- 9.4.1 The areas to be mowed and trimmed are identified in Schedule 3 of Attachment 1, and include landside lawn mowing, trimming, pruning, weeding and irrigation system equipment maintenance.
- 9.4.2 The landside area is separated from the airside area by the aerodrome boundary fence which comprises of a 2.4m high chainmesh and barb wire along the building line and a 1.2m high stock proof fence elsewhere.
- 9.4.3 The Contractor is required to provide all labour, plant, materials and equipment to carry out landside maintenance of all areas as set out in the tender schedule.
- 9.4.4 A standard of works shall be determined by the Nhulunbuy Corporation which may increase due to seasonal weather conditions. All areas to be mowed shall be defined as from property line to property line in parklands, public open space, road reserves and walkways or from property line to kerb as may be the case.

- 9.4.5 The term 'mowing' shall include all of the following works and standards:
- a) Remove all litter from areas to be mowed and dispose of such litter at the Gove Waste Management Facility
 - b) Remove tree limbs, palm fronds and branches from the area to be mowed or as otherwise described and dispose of at the Gove Waste Management Facility
 - c) Destroy and flatten out ant beds
 - d) Mow all irrigated areas to a fine turf length of 30 to 40 mm or as short as practical, having regard to ground conditions. Non-irrigated areas to be mowed to 60mm
 - e) Trim surrounds and edges to trees, shrubs and fences
 - f) Trim or mow under and around any play equipment, seats, poles, light posts or other equipment or structures
 - g) Trim all edges to paths and kerbs so that grass is edged and does not overhang.
 - h) Concentrations of grass clippings are to be spread evenly over the mown areas or picked up and removed by the Contractor
 - i) Ensure that all paths, hard surfaces and play areas are free from grass clippings and weeds
 - j) Report any damaged sprinklers to the Nhulunbuy Corporations Manager - Aviation and Compliance or representative as soon as is possible
 - k) All road verges, parks and other places are to be left in a clean, safe and tidy condition
 - l) Pruning at intersections should take into account line of sight visibility for traffic entering and leaving the intersections.

- 9.4.6 The default frequency for mowing will be:
- a) for irrigated areas every two weeks, and
 - b) for other areas every four weeks in dry season and every three weeks in wet season

9.4.7 All gardens are to be maintained to a neat and tidy condition.

9.4.8 Irrigation systems are to be maintained to a serviceable condition. The Nhulunbuy Corporation will supply spare parts as required.

9.4.9 Upon completion of mowing and pruning of an area the Contractor shall advise the Nhulunbuy Corporations Manager - Aviation and Compliance or representative, who shall inspect the work and signify approval of the completed work for payment.

9.4.10 The Nhulunbuy Corporation may alter the frequency that any area or part of an area is mown at any time in writing to the Contractor. The Nhulunbuy Corporation reserves the right to carry out mowing in the designated area covered by this contract using other means outside this contract if so desired.

9.5 Reporting

The Contactor will report to the Nhulunbuy Corporations Manager - Strategic Infrastructure quarterly to discuss concerns. Any issues that arise and are deemed urgent must be reported immediately to the Manager - Strategic Infrastructure.

9.6 Random Inspections

The Nhulunbuy Corporation will at any time suitable to them randomly inspect the areas identified under this contract for lawn mowing to ensure compliance with this contract.

Should the Nhulunbuy Corporation be unsatisfied, the Contractor will be notified in writing to the Contractor’s nominated officer.

Part E - Tender Returnable Schedule

10 Tender Responses

10.1 Completion of Schedules and Forms

10.1.1 Tender responses must be set out in such a manner as to address each of the items listed in Attachment 1 - Tender Returnable Schedules. Please provide any supporting information with these schedules to assist in the determination of your tender.

Part F - Tenderers Checklist

11 Tenderers’ Checklist

Note: This is for Tenderers’ information only. Please do not submit this with Tender response.

| RFT Requirement | Action | Checked |
|---|-----------|--------------------------|
| Lodgement Requirements | Noted | <input type="checkbox"/> |
| Closing Time | Noted | <input type="checkbox"/> |
| Tender validity period | Noted | <input type="checkbox"/> |
| Minimum Format and Content Requirements | Noted | <input type="checkbox"/> |
| Tender Evaluation process | Noted | <input type="checkbox"/> |
| Tender Evaluation criteria | Noted | <input type="checkbox"/> |
| Statement of Requirement | Noted | <input type="checkbox"/> |
| Conditions for Participation | | <input type="checkbox"/> |
| Completion of Tenderers Response Schedules | Completed | <input type="checkbox"/> |
| Mandatory Requirements | Attached | <input type="checkbox"/> |
| Signed declaration acknowledging receipt and understanding of Statement of Business Ethics and Code of Conduct & acknowledgement of financial viability | Attached | <input type="checkbox"/> |

Part G - Attachments

12 Attachments

Attachment 1

Tender Returnable Schedules

Attachment 2

Maps of Town Ovals, Parks and Gardens

Attachment 3

Maps of Airport Landside Mowing

Attachment 4

Tenderer's Declaration

Attachment 5

Nhulunbuy Corporation Code of Conduct

Attachment 1 - Tender Returnable Schedules Town Ovals, Parks and Gardens

The tendered prices shall be deemed to include the cost of all overheads, plant, labour, materials, transport and other costs and profits which are necessary for the performance of obligations under the proposed Contract.

| Ref | STREET | DESCRIPTION | Irrigated | Number of Mows Annually | Rate per mow (\$) | GST (\$) | Annual Cost inclusive of GST (\$) |
|-----|---|--|-----------|-------------------------|-------------------|----------|-----------------------------------|
| | SCHEDULE 1 | PARKS AND GARDENS | | | | | |
| 1 | Melville Bay Road | Irrigated reserve on the south side from town boundary to corner of Chippis and Melville Bay Roads (kerb to property boundary) and Melville Bay Road reserve East of Chippis between kerb and hedge. | Yes | 26 | | | |
| 2 | Melville Bay Road | Dry reserve western side of corner of Melville Bay and Chippis Roads from kerb to property boundary. | No | 15 | | | |
| 3 | Cnr Melville Bay and Chippis (west) Roads | Parks either side of Chippis Road from kerb to kerb and includes sections of nature strip on east side of Chippis Road. | Yes | 26 | | | |
| 4 | Matthew Flinders Way | North side of road reserve from Gove Hospital to Melville Bay Road and includes traffic island at intersection of Matthew Flinders Way and Melville Bay Roads. Kerb to kerb. | Yes | 26 | | | |

| | | | | | | | |
|----|---|--|-----|----|--|--|--|
| 5 | Cnr Chippis and Enalu Roads | Rotary Park to kerb line. | Yes | 26 | | | |
| 6 | Matthew Flinders Way | North side of road reserve and adjacent park from Gove Hospital to beyond Singing Rocks Road and to Catholic Church. Kerb to property boundary. | Yes | 26 | | | |
| 7 | Matthew Flinders Way | South side of road reserve from Melville Bay Road to entrance to end of Nhulunbuy High School. Includes landscaped area on the south eastern corner of intersection of Matthew Flinders Way and Melville Bay Road. From kerb to property boundary/ bush. | Yes | 26 | | | |
| 8 | Jasmine Close | Park. From kerb to property boundary. | Yes | 26 | | | |
| 9 | Chesterfield Circuit | Walkway to Wuyal Road. Boundary to boundary. Kerb to kerb. | No | 15 | | | |
| 10 | Chesterfield Circuit | Park between 14 and 20 Chesterfield Circuit. Back fences to kerb. | No | 15 | | | |
| 11 | Singing Rocks Road on the corner of Geebung Close | Park. Lot 181. Kerb to boundary of adjoining properties. | No | 15 | | | |
| 12 | Matthew Flinders Way | Park running from Matthew Flinders Way to Casuarina Avenue and fronting Sandalwood and Mimosa Avenues. Kerb to kerb. | Yes | 26 | | | |
| 13 | Banyan Road | Lions Park. Opposite Garnet Close and through to Pandora Circuit. Kerb to kerb, | Yes | 26 | | | |

| | | | | | | | |
|----|---|--|--------|-------|--|--|--|
| | | boundary fence to boundary fence. | | | | | |
| 14 | Banyan Road | Park bounded by Pandora Circuit and between 16 & 20 Banyan Road. Kerb to kerb. | Yes | 26 | | | |
| 15 | Banyan Road | Park bounded by Providence Circuit and between 24 & 28 Banyan Road. Kerb to kerb. | Yes | 26 | | | |
| 16 | Banyan Road | Banyan Park on the corner of Jasper Road including the walkway to Providence Circuit. Includes maintenance of earth berm adjacent to western boundary of 61 Jasper Road. Kerb to kerb. | Yes | 26 | | | |
| 17 | Banyan Road, Wolsey Circuit and Hakea, Cassia, Gungunnu and Raintree Closes | Wolsey Park. Kerb to kerb. Fence to fence. | Partly | 26/15 | | | |
| 18 | Cnr Wolsey Circuit and Ferntree Close | Park. Kerb to kerb and back to fence. | No | 15 | | | |
| 19 | Whitewood Circuit | Park bounded by Lillipilli, Melaleuka, Tuckerwood and Acacia Closes. Includes the walkway between Whitewood and Beagle Circuits. Kerb to kerb. Fence to fence. | Yes | 26 | | | |
| 20 | Chesterfield Circuit | Reserve southern side of Chesterfield Circuit from Thunderman Road to Nhulunbuy Training Centre. Kerb to kerb. Fence to fence. | No | 15 | | | |

| | | | | | | | |
|----|---|--|--------|-------|--|--|--|
| 21 | Chesterfield Circuit cnr Jasper Road | Park includes walkway to Pandora Circuit. Kerb to Kerb. Fence to fence. | Yes | 26 | | | |
| 22 | Jasper Road | Park between 17 & 19 Jasper Road and includes walkways through to Pandora and Providence Circuits. Kerb to kerb. Fence to fence. | Yes | 26 | | | |
| 23 | Jasper Road opposite the intersection of Beagle Circuit | Park between 37 and 51 Jasper Road including walkway to Providence Circuit. Kerb to kerb. Fence to fence. | Yes | 26 | | | |
| 24 | Beagle Circuit | Hagney Park. Between 26 and 28 Beagle Circuit. From walkway through to kerb. | Yes | 26 | | | |
| 25 | Beagle Circuit | Walkway opposite Hagney park through to Worsley Ct. | Yes | 26 | | | |
| 26 | Isal Street | South Oval. From kerb back to markers. (Town lease boundary) | No | 15 | | | |
| 27 | Matthew Flinders Way opp Singing Rocks Road | Skate Park. Fence to fence and under fences. | Yes | 26 | | | |
| 28 | Wolsey Circuit | Reserve west side of Wolsey. Beagle Circuit to Sinclair Street. Kerb to property boundaries. | Partly | 26/15 | | | |
| 29 | Whitewood Circuit | Reserve. East side of Whitewood Circuit. Beagle Circuit to walkway off Ferntree Close. From kerb to property fences. | Partly | 26/15 | | | |
| 30 | Fern Tree | Grassed area between numbers 1 & 3. | No | 15 | | | |
| 31 | Matthew Flinders Way to Wuyal Road | Walkway (adjacent to hospital) includes through to Pera Circuit and Wuyal Road. Kerb to kerb and fence to | No | 15 | | | |

| | | | | | | | |
|----|--|---|-----|----|--|--|--|
| | | fence where possible. | | | | | |
| 32 | Whitewood Circuit | Walkway through to Beagle adjacent to 39 Whitewood. Kerb to kerb, fence to fence. | No | 15 | | | |
| 33 | Beagle Circuit (diagonal to BMX) | Dry reserves diagonal to BMW track on Beagle near Whitewood. | No | 15 | | | |
| 34 | Beagle Circuit | Small narrow grassed park east of Whitewood (east) intersection. From kerb to back fences. | Yes | 26 | | | |
| 35 | Beagle Circuit | Small narrow grassed park south side of Beagle between Wolsey and Jasper. From kerb to back fences. | No | 15 | | | |
| 36 | Dryandra Close to Chesterfield Circuit | Walkway at end of and between Dryandra and Chesterfield Circuit. West side of walkway through to property boundaries. | Yes | 26 | | | |
| 37 | Dryandra Close to Matthew Flinders Way | Both sides of walkway. | No | 15 | | | |
| 38 | 13/15 Wuyal Rd | The easement between 13/15 Wuyal Road. This allows access to the Hospital. | No | 15 | | | |
| 39 | Bunggulwuy Close | Bunggulwuy Park. | Yes | 26 | | | |
| 40 | Opposite 13/15 Wuyal Rd | Both sides of road to property line for access to Roy Marika Lookout | No | 15 | | | |
| | | Total Schedule 1 | | | | | |

| | SCHEDULE 2 | OVALS | | | | | |
|---|------------------------------------|---|-------------------------|----------|--|--|--|
| 1 | Hindle Oval 1 | Hindle Oval 1 and playing surface to scrub boundary (refer to Clause 9.3) | Yes | 70 | | | |
| 2 | Hindle Oval 2 | Hindle Oval 2 and playing surface to scrub boundary (refer to Clause 9.3, including back of GAM Units and sports club storage compound) | Yes | 70 | | | |
| 3 | Bottlebrush Avenue and Eugenia Ave | Reserve Cnr of Eugenia. Area extends from kerb line to fence along the edge of Hindle Oval No 1 including batters of stage area and roundabout and a strip along the north of Cat Shed and along Bottlebrush. | Roundabout Elsewhere | 26 15 | | | |
| | | Total Schedule 2 | | | | | |
| | SCHEDULE 3 | AIRPORT | | | | | |
| 1 | Airport Landside | Lawns and gardens around the main terminal building on the landside of the airport - Marked blue on Map – Attachment 3 | Yes | 26 | | | |
| 2 | Airport Landside | Lawns and gardens on the landside between the airport terminal building and NCL equipment storage shed located at the eastern boundary of the airport. Marked red on Map – Attachment 3 | No | 15 | | | |
| | | Total Schedule 3 | | | | | |
| | | Grand Total | | | | | |

Attachment 2 - Map of Town Ovals, Parks and Gardens

Nhulunbuy Mowing Map



Attachment 3 - Map of Airport Landside Mowing

- Irrigated Areas
- Non Irrigated Areas



Attachment 4 – Tenderer’s Declaration

CONTRACT - 01/18

LAWN MOWING - Nhulunbuy Town Oval, Parks, Gardens and Airport

I/We the undersigned, tender the schedule of prices listed in Attachment 1 for Contract No 01/18 - Lawn mowing - Nhulunbuy Town Ovals, Parks , Gardens and Airport as described in relevant Contract documents. I also acknowledge that I have received, read and accepted the Nhulunbuy Corporaton’s Code of Conduct and declaration of financial viability.

Dated the _____ day of _____ 2018

Company name _____

Company contact name and position _____

Signature on behalf of company _____

Witness name _____

Witness signature _____

Registered address of Tenderer _____

Postal address _____

Email address _____

Contact phone number _____

Attachment 5 - Nhulunbuy Corporation's Code of Conduct

<http://www.ncl.net.au/wp-content/uploads/2017/02/CO01-Code-of-Conduct-Policy.pdf>