

REQUEST FOR TENDER

FOR EUROBODALLA SHIRE COUNCIL

Request for Tender (RFT)	Visitor Information - Service Delivery - Narooma
Deadline:	2:00 pm AEDT - 22 December 2015
Address for Delivery:	Submissions must be either lodged electronically by email to council@esc.nsw.gov.au or submitted in a sealed envelope marked "Tender – Visitor Service Delivery" into the Tender Box at Council's Administration Building, Cnr Campbell & Vulcan Streets, Moruya (PO Box 99) by the deadline.
Contact Officer:	Kerrie-Anne Benton Tourism Marketing Co-ordinator P: 02 4474 1345 E: kerrienne.benton@eurocoast.nsw.gov.au
RFT Number:	VIC 1115

November 2015

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1. PRINCIPALS' REQUEST

1.1 BACKGROUND

Eurobodalla is coastal destination on the South Coast of New South Wales that is approximately four hours' drive from Sydney. The major towns are Batemans Bay, Moruya and Narooma and the primary economic driver is tourism worth an estimated \$388 million to the local economy (*Source: LGA Profile – Eurobodalla - Four year rolling average ending September 2014. Destination NSW, 2015*).

Tourism promotion and marketing of the destination is undertaken by Eurobodalla Shire Council on behalf of the Tourism industry and local residents. This includes visitor service delivery.

To meet the changing needs and behaviour of visitors in their pre-holiday planning phase and when seeking information in destination, Council undertook a review of its current tourism activities. This review proposed changing the model of visitor services to ensure that Council's tourism budget delivers both visitor information services and a competitive destination marketing strategy, effectively and efficiently.

Following an extended period of industry and public consultation in May and June 2015, Council resolved to seek Expressions of Interest from suitably qualified persons, not for profit organisations or businesses to operate the Batemans Bay Visitor Information Centre, or Narooma Visitor Information Centre or both.

During the consultation period, industry and the public raised a number of issues that were addressed in the Expression of interest including governance and the continuance of operating accredited Visitor Information Centres.

The next phase of the multi-stage process for securing a service provider to operate the Batemans Bay Visitor Information Centre and Narooma Visitor Information Centre is the Tender.

1.2 PURPOSE

This tender was preceded by a public Expression of Interest that closed on 26 October 2015 that invited prospective service providers to make submissions:

To state their ability to meet specific requirements contained therein either individually or by combining abilities; and

was assessed for inclusion or otherwise in a short list for invitation to submit a tender.

The main purpose of the Expression of Interest was:

- i.) To determine the level of interest for individuals, not for profit incorporated organisations or businesses to operate the Batemans Bay Visitor Information Centre, Narooma Visitor Information Centre or both.
- ii.) To collect information for a decision about whether the proposal to operate the Batemans Bay Visitor Information Centre, Narooma Visitor Information Centre or both would proceed to the next stage.
- iii.) To collect information to refine the Specification.
- iv.) Subject to i), ii) and iii) above, develop a shortlist of individuals, not for profit incorporated organisation or businesses from which tenders or quotations could be invited.
- v.) The EOI was **not** an invitation to enter into an agreement.

This Tender is a Selective Tender for the Narooma Visitor Information Centre.

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Expression of Interest.

Applicant:	A person, persons, not for profit incorporated organisation or corporation who has or intends to submit a Submission in response to a Tender.
Attachments:	The documents you attach as part of your Tender;
Conditions of Tendering:	Means the conditions set out under paragraph 1.9 of this part 1;
Contact Officer:	Means the person identified under paragraph 1.6.3 of this Part 1;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Corporation:	Corporation in this document is defined by the Corporations ACT 2001 Section 57A;
Council:	Means Eurobodalla Shire Council;
Deadline:	The deadline for lodgement of your Submission as specified in clause 1.9.1;
Expression of Interest or EOI:	The preceding document in the Tender process number EOI: VIC0815 calling for interest in operating the Bateman Bay or Narooma Visitor Information Centre or both in accordance with the <i>Local Government ACT 1993 – Sect 55 (4) (a)</i> and <i>Local Government (General) Regulation 2005 – Reg 166 (b)</i> allowing the selective tendering method by which invitations to tender for a particular proposed contract are made following a public advertisement asking for expressions of interest;
General Conditions of Contract:	The General Conditions of Contract nominated in Part 5- Appendix B;
Information	Means the information contained in this Tender or sent with it or which has been or will be made available to the Tenderer in connection with any further enquiries in relation to its subject matter;
In-kind Support	Means payment, distribution, or substitution of things in lieu of money, a combination of goods and money, or money instead of an article.
In writing	Means written letter or electronic mail (email);
Principal:	Means Eurobodalla Shire Council;
Requirements:	The services requested by the Principal;
Request:	Means this Request for Tender;
RFT:	Means this Request for Tender;
Submission:	Completed Response Form, response to the Selection Criteria and Attachments;
Selection Criteria:	The criteria used by the Principal in evaluating the Submission;

Selective Tender:	Means an invitation to specified Tenderer(s) to Tender in accordance with <i>Local Government ACT 1993 – Sect 55 (4) (a)</i> and <i>Local Government (General) Regulation 2005 – Reg 166 (b)</i> allowing the selective tendering method by which invitations to tender for a particular proposed contract are made following a public advertisement asking for expressions of interest.
Special Conditions:	The additional contractual terms specified in Part 4- Appendix A;
Specification:	The statement of Requirements for services the Principal may request you to provide if invited to tender for the proposed contract and then accepted as the successful tender;
Tender:	Completed Offer Form, response to the Selection Criteria and Attachments;
Tenderer:	A person, partnerships, sole trader or corporation who has or intends to submit a Tender to the Principal;

In this Tender:

- (a) unless the context otherwise requires, the singular includes the plural and vice versa;
- (b) and words referencing persons shall include partnerships, sole trader and corporation and vice versa;
- (c) a reference to an Act includes all regulations, proclamations, instruments, policies and codes made under that Act;
- (d) this Tender is a Selective Tender for the Narooma Visitor Information Centre.

1.4 CONTRACT TERM & COMMENCEMENT

The contract between the Principal and the Contractor will commence by mutual agreement but not later than One (1) March 2016 and be for a term of three (3) years [with provision for the Principal to extend the contract by up to a further two (2) years], subject to satisfactory performance against the objectives stated in the contract terms. The Principal neither guarantees nor warrants that the Contract will be extended beyond the initial three (3) year period and submissions should base the proposed Schedule of Rates accordingly.

1.4.1 INVITATION PROCESS AND TIMING

This invitation has been issued by the Principal in its capacity as Trust Manager under Part 5 of the Crown Lands Act 1989 for the Narooma Visitor Information Centre and Lighthouse Museum that operates on Crown Reserve R63051 under the trusteeship of the Eurobodalla (South) Reserve Trust.

The Principal is inviting selected Tenderers to operate the Narooma Visitor Information Centre by individuals, a not for profit organisation or corporation that:

- (a) meets specifications that include managing the Visitor Information Centre Accreditation (AVIC) as Level 2 or Level 3 Centre as per AVIC criteria;
- (b) provide evidence of ability to meet all critical specifications including identity, insurance and financial viability;
- (c) accept the duration of the arrangement for an initial period of three years;
- (d) will look after the Narooma Museum artefacts in consultation with Narooma Historical Society;

- (e) meet criteria of recreational activity required by Crown Lands ACT 1989 for Crown Reserve R63051;
- (f) address the concerns raised by tourism businesses during consultation to be impartial;
- (g) support Council's tourism marketing and destination management activities; and
- (h) contribute to the tourism industry in Eurobodalla

noting that the relationship between Contractor and The Principal is not one of employee/ employer, but one of independent contractors.

1.5 TENDER DOCUMENTS

This Request for Tender (RFT) is comprised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification and/or plans/drawings (read and keep this part);
- (c) Part 3 – Tenderer's Offer (including Attachments) (complete and return this part);
- (d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part);
- (e) Part 5 – Appendix B – General Conditions of Contract (read and keep this part);
- (f) Part 6 – Appendix C – Formal Instrument of Agreement (read and keep this part).
- (g) Part 7 – Appendix D – Notice of Acceptance (read and keep this part);
- (h) Part 8 – Appendix E – Contractor's Workplace Health and Safety Management System Questionnaire (complete and return this part);
- (i) Part 9 – Appendix F – New South Wales Accredited Visitor Information Centre (AVIC) Network Manual Module 1 (Overview), Module 2 (Planning), Module 3 (Model Operations Manual) , Module 4 (Templates) and Module 5 (Application Form)

The Tenderer warrants and represents that it will, prior to submission of Tender, obtain the information and documentation referred to above and will obtain all other information relevant to the services, contingencies and other circumstances having an effect on its Tender.

The Request for Tender including Parts 1 to Part 9 inclusive will be emailed to select tenders. The Request for Tender including Parts 1 to Part 9 inclusive is available at <http://www.esc.nsw.gov.au/living-in/about/tourism>.

1.6 HOW TO PREPARE YOUR TENDER

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Complete and return the Offer Form (Part 3) and Contractor's Workplace Safety and Health Management System Questionnaire (Part 8) in all respects and include all Attachments.
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- e) Lodge your Tender before the Deadline.
- f) Seek legal advice if necessary.

1.6.1 FORMAL REQUIREMENTS

The Principal will not accept any queries made by any external party, including a select tenderer in relation to this Request for Tender unless it is made in writing via:

- a) email to council@esc.nsw.gov.au; or
- b) post to:

RFT No. VIC 1115

General Manager
Eurobodalla Shire Council
PO Box 99
Moruya NSW 2537

All tenders submitted are subject to completion of the Tender Forms provided in the Specification Document.

In order to ensure equity and an open and transparent tender process, queries received from an external party or select tenderer along with responses from the Principal will be emailed or posted to all select tenderers.

1.6.2 SITE INSPECTIONS / TENDER BRIEFING

No briefing or site inspections are scheduled.

The Principal may offer briefings to Tenderers from time to time or at the request of the Tenderer. All selected Tenderers will be invited. At the briefing, the Contact Officer will discuss, answer or clarify any issues raised by a Tenderer in relation to any requirements in the request for tender. Council is not obliged to answer any questions prior to the briefing.

1.6.3 CONTACT OFFICER

Tenderers should not seek information from any person(s) or rely on any information provided by any person(s) other than the person listed below:

Enquiries

Name:	Kerrie-Anne Benton
Position:	Tourism Marketing Co-ordinator
Telephone:	02 4474 1345
Facsimile:	02 4474 1234
Email:	kerrieanne.benton@esc.nsw.gov.au

1.6.4 INFORMATION AND ENQUIRIES

Where a tenderer has any doubt as to the meaning of any aspect of the request for tender, it is the responsibility of the tenderer to make enquiries about and clarify matters with the Contact Officer. All enquiries regarding the Request for Tender should be referred in writing to Council's Contact Officer.

1.6.5 DISCREPANCIES, ERRORS AND OMISSIONS

Tenderers must carefully and thoroughly consider and check the Request for Tender and are requested to notify the Contact Officer in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in the request for tender. The Principal shall not be liable for any such error, ambiguity, discrepancy, inconsistency or omission.

1.6.6 TENDERER TO RELY ON OWN ENQUIRIES

All information in the Request for Tender and in the briefing (if any) is provided for the assistance of tenderers only. Tenderers acknowledge in receiving this Request and in submitting any tender that they have relied entirely on their own knowledge and enquiries and they do not rely on any warranties or representations made or purportedly made to them by or on behalf of Council. The Principal will not be liable for any representations or warranties made or purportedly made by Council's representative,

Council's agents or any other person or company on Council's behalf, whether in the request for tender, the briefing (if any) or otherwise.

1.6.7 TENDERER NOT TO SOLICIT THE PRINCIPAL PERSONNEL

Tenderers (or any representative of a tenderer) must not at any time prior to The Principal making a final decision to accept a tender, interview or attempt to interview or to discuss or to attempt to discuss with The Principal members, employees, authorised representatives other than Council's Contact Officer in accordance with the request for tender, any matter in relation to a tender or any other tender submitted in response to the request for tender. The Principal reserves the right to reject any tender submitted by a tenderer which contravenes this condition.

1.7 ASSESSMENT CRITERIA

The following evaluation methodology will be used in respect of this Request for Tender:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer Form and Attachments) may be excluded from evaluation;
- (b) Tenders are assessed against the Selection Criteria;
- (c) taking into account the Tenderer meeting the requirements of the Request for Tender and the capacity and capability of the Applicant to fulfil the requirements of any proposed contract.

Selection Criteria include statements that describe the qualifications, knowledge, skills, abilities and experiences that help determine the ability of the Tenderer to operate the Narooma Visitor Information Centre.

When being asked to respond to Selection Criteria the Tenderer is being asked to describe how it meets the requirements mentioned herein.

Subject to the Principal's right to decline to accept any of the Tenders, the Principal will accept the Tender which, having regard to all the circumstances appears to be the most advantageous.

1.7.1 COMPLIANCE CRITERIA

If compliance criteria are to be specified they will be detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a Yes/ No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.7.2 QUALITATIVE CRITERIA

It is essential that Tenderers address each qualitative criterion.

Failure to provide the specified information may result in elimination from the tender evaluation process.

1.8 PRICE BASIS

All prices for services offered under this Request are to be fixed for the term of the Contract and should include expected in-kind support. Tendered prices must include Goods and Services Tax (GST) where applicable.

Unless otherwise indicated, prices tendered must include, without limitation, all applicable levies, duties, taxes and other charges where applicable. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

A schedule of prices including in-kind support must be included. Annual or total contract lump sum price payments will not be considered by the Principal. In-kind support is not redeemable for cash.

1.9 CONDITIONS OF TENDERING

1.9.1 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline.

The Deadline for this Request is **22 December 2015 at 2:00pm AEDT**.

1.9.2 PLACE TO LODGE TENDERS

Tenders are to be:

- (a) sent by electronic mail (email) to council@esc.nsw.gov.au; or
- (b) placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request but with no indication of the identity of the Tenderer; and
- (c) delivered by hand and placed in the Tender Box at Council's Administration Building, Cnr Campbell & Vulcan Streets, Moruya NSW.

For hard copy submissions, Tenderers must ensure that they have provided two signed copies of their Tender (one to be marked "ORIGINAL" the other(s) to be marked "COPY" and bound). Any brochures or pamphlets must be attached to both the original and the copies.

All copies must be bound, and the original must be unbound and clipped (not stapled). All pages must be numbered consecutively and the Tender must include an index.

1.9.3 MEANS OF SUBMITTING TENDERS

- a) Tenders are to be submitted on this tender form together with the specification document and are to be lodged in accordance with clause 1.9.2 before the deadline.
- b) A tender which:-
 - (i) is received by the Principal before the deadline; and
 - (ii) provides all essential information required together with details of the lodgement for delivery of the formal tender document,

shall be considered if the formal tender documents, including all essential information required are shown by the tenderer to have been lodged before the deadline for delivery to the Tender Box.

1.9.4 REJECTION OF TENDERS

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

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted through the means specified in the Request.

The Principal may reject any Non-Conforming Tender.

Unless:

- (a) the tenderer is able to satisfy the Principal that formal tender documents and all other requisite essential information were lodged in accordance with the means of submitting the Tender in clause 1.9.3 before the deadline for the close of tenders; and
- (b) the Principal actually receives those documents within such period as it decides to be reasonable in the circumstances being not more than seventy two hours after the deadline as prescribe herein.

1.9.5 INFORMATION TO BE SUBMITTED WITH TENDER

The Tenderer must submit the following documents as part of its Tender:

- Offer Form;

- Completed Attachments; and
- Contractor's Workplace Health and Safety Management System Questionnaire.

1.9.6 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted and may waive any irregularities therein.

No binding contract shall exist until the successful tender is formally accepted by the Principal.

A Tender shall be accepted (and for all purposes shall be deemed to be accepted) when a Notice of Acceptance is handed to the Tenderer or is delivered by prepaid post to the address furnished in the Offer Form. In the latter case, the time of posting shall be deemed to be the time of acceptance.

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

- Tenderer's Offer Form (excluding Attachments) (Part 3);
- Formal Instrument of Agreement (Part 6);
- Special Conditions of Contract (Part 4);
- General Conditions of Contract (Part 5);
- Specification (Part 2); and
- Attachments (Parts 3).

The Tenderer must thereafter, at the direction of the Principal, execute as a deed the Formal Instrument of Agreement.

1.9.7 CONFIDENTIALITY

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

1.9.8 NON-CONFORMING TENDERS

The Principal reserves the right to accept a Non-Conforming Tender.

1.9.9 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's decision for determining the Tender, whichever is the later (the **Tender Validity Period**) unless extended by mutual agreement between the Principal and the Tenderer in writing. Tenderers may withdraw their Tender at any time after the expiration of the Tender Validity Period.

1.9.10 GENERAL CONDITIONS OF CONTRACT

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Narooma Visitor Information Services (**refer to Part 5**).

1.9.11 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in the Principal's Request and those in the General Conditions of Contract, the terms and conditions appearing in the Principal's Request will have precedence.

1.9.12 TENDERERS TO INFORM THEMSELVES

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

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

Tenderers will be deemed to have:

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

None of the Principal, the Principal's members, directors, officers, employees, contact officer, agents or advisors make any representation or warranty whatsoever as to the adequacy, accuracy, reasonableness or completeness of the Information.

Neither the Principal, the Principal's members, directors, officers, employees, contact officer, agents nor their professional advisors shall be liable for any loss or damage arising as a result of reliance on the Information nor for any expenses incurred by Tenderers at any time.

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

1.9.13 AMENDMENTS TO THE REQUEST

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

The Principal may by issuing Addenda to all Selective Tenderers, amend or supplement the issued Request documents before the Deadline. Tenderers must acknowledge receipt of Addenda if requested by the Principal.

1.9.14 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer,

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

In submitting a Tender, the Tenderer will be taken to have consented to the Principal accessing this risk assessment and information, including any personal information contained therein.

1.9.15 OWNERSHIP OF TENDERS

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

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

1.9.16 CANVASSING OF OFFICIALS

Any Tenderer who, to solicit support for their Tender or otherwise seek to influence the outcome of the tender process:

- (a) offers any inducement, fee or reward to any member or officer of the Principal or any person acting as an advisor for the Principal; or
- (b) canvasses any of the persons referred to in (a) above; or
- (c) contacts any member or officer of the Principal about the Request or any process relating thereto, except as authorised by this Request including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such member or officer,

may, at the Principal's discretion, be disqualified from any further involvement in this tender process (without prejudice to any other civil remedies available to the Principal and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

Conversely, Tenderers who suspect corrupt conduct of the Principal, its agents or employees directly involved in the Tender should report said corrupt conduct in writing to the General Manager, Eurobodalla Shire Council, Post Office Box 99 Moruya, NSW, 2537 or via electronic mail council@esc.nsw.gov.au.

The Principals code of conduct can be sourced from <http://www.esc.nsw.gov.au/inside-council/council/council-policies/code-of-conduct>.

1.9.17 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, partnership, sole trader or corporation named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.9.18 TENDER OPENING

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be recorded at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

Tenders will be opened in a place accessible to the public at Council's Moruya Administration Building at 2.00pm the first business day following the deadline.

1.9.19 COSTS OF TENDER

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

1.9.20 CLARIFICATION OF THE REQUEST

If the Tenderer has any doubt as to the meaning of any part of this Request or the scope of the work required thereunder then the Tenderer should seek to clarify any point of doubt or difficulty with the Contact Officer before submitting a Tender. All requests for clarification must be made in writing and the Contact Officer will, so far as practicable, respond in writing.

All questions and answers will be circulated save where Tenderers have marked their requests for clarification or further information "Confidential – not to be circulated to other Tenderers". At its absolute discretion, the Principal will respond to that specific request privately, providing that the principle of "*equal availability of information to all Tenderers*" is not breached. If the Principal is not prepared to respond privately, the Principal will ask the Tenderer to retract the query or remove its confidentiality requirement.

The Principal reserves the right not to answer requests for clarifying information made within seven days prior to the Deadline.

1.9.21 NON COLLUSION

Any Tenderer who:

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderers; or
- (b) enters into any agreement or arrangement with any other Tenderer that it shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) causes or induces any person to enter such agreement as is mentioned in either paragraph (a) or (b) above or to inform the Tenderer of the amount or approximate amount of any rival Tender for the Contract; or
- (d) canvasses any of the persons referred to in (a) and (b) above in connection with the Tender or the outcome of the tender process; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omission; or
- (f) communicates to any person other than the Principal the amount or approximate amount of its proposed Tender (except where such disclosure made in confidence in order to obtain quotations necessary for the preparation of the Tender, for insurance or contract guarantee bonds and/or performance bonds or professional advice required for the preparation of a Tender),

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

1.9.22 PUBLICITY

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

1.9.23 VARIATION OF TENDER

- (a) At any time before the Principal accepts any of the Tenders that it has received for the Contract, a person who has submitted a Tender may, subject to subparagraphs (b) and (c) below, vary the Tender:
 - (i) by providing the Principal with further information by way of explanation or clarification, or
 - (ii) by correcting a mistake or anomaly.
- (b) Such a variation may be made either:
 - (i) at the request of the Principal, or
 - (ii) with the consent of the Principal at the request of the Tenderer, but only if, in the circumstances, it appears to the Principal reasonable to allow the Tenderer to provide the information or correct the mistake or anomaly.

- (c) If a Tender is varied in accordance with this paragraph, the Principal will notify in writing all other Tenderers whose Tenders have the same or similar characteristics as the varied Tender, and provide them with the opportunity of varying their tenders in a similar way.
- (d) The Principal may not consider a variation of a Tender made under this paragraph if the variation would substantially alter the original Tender.

2. SPECIFICATION

2.1 INTRODUCTION

Eurobodalla Shire Council has been responsible for the delivery of visitor information services through two Level 2, Accredited Visitor Information Centres (AVIC) at Narooma and Batemans Bay for several years.

Accreditation provides consumers and the industry with an assurance that an accredited centre is committed to quality business practice and professionalism. The primary focus is to ensure that standards of service delivery meet visitor expectations.

It is proposed that through this Tender visitor information services that are currently provided at Narooma Visitor Information Centre in accordance with accreditation will continue to be provided as Level 2 AVIC operated by the successful Tenderer.

In the absence of there being a successful Tenderer, Eurobodalla Shire Council may review information delivery services and provide said services via other options previously identified as part of the 2014 Tourism Service Review or through some other means as yet unidentified.

2.2 SPECIFIC REQUIREMENTS OF THE CONTRACT

Clauses 2.2.1 through to and including Clauses 2.2.5 of the Request for Tender form part of the Special Conditions of Contract.

2.2.1 OPERATING THE NAROOMA VISITOR INFORMATION CENTRE AS A LEVEL 2 AVIC

- a) The Narooma Visitor Information Centre is to continue to be operated and managed as a Level 2 Accredited Visitor Information Centre (AVIC) for the duration of the Contract by the Contractor;
- b) accreditation must be maintained by the Contractor for the duration of the Contract as defined by Destination NSW for AVICs which as at the date of this Request management of the accreditation program is contracted to Aurora Research and Development Pty. Ltd;
- c) application for accreditation along with compliance documents including corporation structure, insurances and all other requirements associated with AVIC must be must be lodged by the Contractor within thirty (30) days from Contract;
- d) all fees and charges to maintain accreditation must be paid by the Contractor for the duration of the Contract.

Accreditation documentation, manual, application and information can be sourced from the AVIC Secretariat, Aurora Research and Development Pty. Ltd by telephone (02) 6885 5558 or by email lyn@auroraresearch.com.au or at <http://www.auroraresearch.com.au/apply-for-accreditation.html>.

2.2.2 SUPPORT EUROBODALLA SHIRE COUNCIL DESTINATION MANAGEMENT PLAN

- a) The Contractor must support and promote the Principal's destination marketing activities and align with the Destination Management Plan 2011 to 2020 (DMP);
- b) Eurobodalla destinational tourism material published, owned or produced by the Principal including but not limited to annual holiday guide, activity and attraction brochures, banners, event flyers, promotional videos etcetera must be displayed prominently in the Narooma Visitor Information Centre;

- c) Access for the public to the Tourism website www.eurobodalla.com.au owned and made available by the Principal through a purpose built computer kiosk must be displayed prominently and have power and internet connectivity at all times during opening hours; and
- d) Wi-Fi must be made available by the Contractor in the Narooma Visitor Information Centre for use by visitors and others.

2.2.3 NAROOMA VISITOR INFORMATION CENTRE AND LIGHTHOUSE MUSEUM

1. The Narooma Visitor Information Centre and Lighthouse Museum operates on Crown Reserve R63051 under the trusteeship of the Eurobodalla (South) Reserve Trust for which Council is the Trust Manager under Part 5 of the Crown Lands Act 1989. The use of the reserve is governed by its gazetted purpose; a 'Public Recreation and Resting Place'. Accordingly:
 - a) additional business activities and operations by the Contractor must align with the reserve purpose as set out in the Crown Lands Act 1989 and in accordance with Plan of Management No. 38, NATA Oval Crown Reserve No 63051, Eurobodalla (South) Reserve Trust Crown Reserves for Public Recreation & Resting Place, adopted by the Department of Lands 27 February 2008; and
 - b) continue to operate as a Level 2 Accredited Visitor Information Centre.
2. The Lighthouse Museum which forms part of the Narooma Visitor Information Centre houses heritage item I256; a large permanent fixture on permanent loan from the Australian Maritime Safety Authority (AMSA) described as 'Light from Montague Island' as cited in Eurobodalla Local Environmental Plan 2012, Schedule 5 - Environmental heritage - Clause 5.10, Part 1 - Heritage items. Accordingly, the Contractor is required to:
 - a) keep safe heritage item I256;
 - b) provide access to heritage item I256 to the Principal, its agents or employees for the purpose of maintenance of the mechanism, structure and components and collection of monies paid to operate heritage item I256 and which is designated specifically for maintenance of said item;
 - c) maintain a safety and access barrier around heritage item I256;
 - d) report to the Principal issues of maintenance or unintended or intentional damage to heritage item I256 or the safety access barrier; and
 - e) report intentional damage or vandalism of heritage item I256 to the authorities.
3. As at the date of this Request, the Lighthouse Museum displays artefacts which are on loan by agreement from various members of the public and the Narooma Historical Society. Subject to assignment of loan agreements by the owner(s) of artefacts to the Contractor, the Contractor is required to:
 - a) keep safe all items and artefacts on display in the museum until such time as the artefacts are collected by the owner(s);
 - b) maintain a register of artefacts on loan and conduct regular artefact audits;
 - c) return artefacts to their rightful owners when requested to do so; and
 - d) report theft of or damaged to loaned artefacts to the owner.

Information pertaining the Crown Lands Act 1989 can be sourced from http://www.lpma.nsw.gov.au/crown_land/crown_reserves. Plan of Management No. 38, NATA Oval Crown Reserve No 63051, Eurobodalla (South) Reserve Trust Crown Reserves for Public Recreation & Resting Place is available at <http://www.esc.nsw.gov.au/inside-council/community-and-future-planning/managing-community-land/plans-of-management/narooma-and-district/-bill-smyth-reserve,-narooma-leisure-centre,-narooma-swimming-pool,-nata-oval,-wagonga-inlet-foreshore-reserve-and-ken-rose-park/billsmyth-pom.pdf>

2.2.4 CLEAN AMENITIES AND OUTSIDE APPEARANCE

The outer walls, carpark and Public toilets which are located and accessed from outside of the Narooma Visitor Information Centre is not the responsibility of the Contractor for maintenance. The Contractor is however required to:

- a) promptly report issues of cleanliness or vandalism of outside toilets to Councils Customer Service staff during office hours or to the out of hours support otherwise;
- b) promptly report any exterior damage or vandalism to Councils Customer Service staff during office hours or to the out of hours support otherwise;
- c) keep the doorways and immediate outer perimeter to the front and back of the building clean, tidy and free of obstacles and debris at all times.

2.2.5 MAINTENANCE

The Contractor is responsible for internal maintenance of the Narooma Visitor Information Centre, including fitting and fixtures other than heritage item I256 UNLESS heritage item I256 is wilfully damaged by the Contractor, its agents, employees and any other such person in the employ of the Contractor.

The following sets out the responsibilities of the Contractor and Council in respect of maintenance:

Item	Contractor	Council Responsibility
Doors & Frames that reside within or provide access to, the Visitor Information Centre (including: Internal cupboards, gates and all door fittings)	<ul style="list-style-type: none"> • Repair of all doors • Ease and adjust doors • Replace putties/beads/clips Replace hardware, draught stripping	<ul style="list-style-type: none"> • Repair and replacement due to structural defect
Electrical wiring (including: switchboard, power points, switches, light fittings, fans)	<ul style="list-style-type: none"> • Repair, replace and maintain surface electrical fittings such as electrical points, diffusers, fluorescent tubes as well as other exposed elements on the electrical circuit • Cost of repair and replacement of external wiring if damage is due to misuse by the Contractor, its employees, agents or any person in the employ of the Contractor • Tagging of all plug in equipment • Maintenance of sensors and other internal electrical devices 	<ul style="list-style-type: none"> • Repair and replacement of all building wiring due to age from main supply to and including the switchboard, power points and light switches
Fences	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Replace at Council cost and at Council discretion

Item	Contractor	Council Responsibility
Fire extinguishers and hose reels	<ul style="list-style-type: none"> • Check weekly to ensure fire extinguishers and hose reels are serviceable • Ensure area around hose reels and extinguishers are clear • Provide access to Council, its employees, agents or people in Councils employ for testing and or replacement 	<ul style="list-style-type: none"> • Repair, maintain, replace and inspect in accordance to regulations • Pressure testing (6 monthly) • Replacement on expiry date • Maintenance logs recorded
Floor surfaces and coverings	<ul style="list-style-type: none"> • All regular cleaning, repair and maintenance of floor coverings such as carpet, tiles, vinyl, polished floorboards. • Keep clean and free of obstacles and debris external paved/concrete, timber deck areas • Repair of floor finishes such as tiles, grout, carpet/carpet tiles, PVC tiles/sheets 	<ul style="list-style-type: none"> • Replacement due to structural defect or age at the discretion of Council • Replacement of all floor finishes, tiles, PVC tiles/sheets the discretion of Council • Replacement of all external paved/concrete, timber deck areas at the discretion of Council
Flyscreens	<ul style="list-style-type: none"> • Maintain & replace flywire • Install additional flyscreens • Replacement of faulty Flyscreen or security door(s) other than solid entry/exit doors above 	<ul style="list-style-type: none"> • No responsibility
Furniture, Fixtures and fittings (including Air conditioner)	<ul style="list-style-type: none"> • Maintain and repair - intruder alarm system, rubbish bins, cupboards, shelves, counters, display cabinets/screens, lockers, clothes hooks and rails, chairs and tables, whitegoods, mirrors, curtains, blinds and tracks, signs, notices and noticeboards (portable and fixed). • Maintain and repair – Computers, copier, facsimile, phones and all other technology • Return to Council all unused or unwanted furniture, fittings, technology and all other in-kind provisions including unwanted souvenirs • Maintain a monthly stocktake registry of all In- 	<ul style="list-style-type: none"> • Responsible for initial provision. • Council maintains ownership of all internal and external fittings fixtures, furniture and all other in-kind initial provisions. • Replacement of Air-conditioner due to age at Councils discretion

Item	Contractor	Council Responsibility
	kind provisions including fittings, furniture, technology and all other in-kind support initially provided other than souvenirs. <ul style="list-style-type: none"> • Regular maintenance of Air-conditioner and repairs 	
Glass, Windows (Internal/External other than Public Toilets)	<ul style="list-style-type: none"> • Arrange for replace/repair broken or cracked windows • Regular cleaning • Ease and adjust sashes/easements 	<ul style="list-style-type: none"> • Replacement due to breakage arising from structural defect or age or vandalism
Graffiti Removal	<ul style="list-style-type: none"> • Removal of graffiti from internal areas within 48 hours of sighting. • Removal of graffiti from external items managed or owned by the Contractor such as signage, displays or banners within 48 hours of sighting, or removal of item from sight. 	<ul style="list-style-type: none"> • Removal of graffiti from external areas at the discretion of Council other than signage, banners or other displays not owned and managed by Council.
Grounds	<ul style="list-style-type: none"> • Keep all paths, rails and outdoor fittings free of debris. • Maintain clear of debris all entry/exit areas. • Remove and dispose of all litter • Report deterioration of concrete retaining walls, stairs and rails and hard surfaces • Do not undertake any modifications to the grounds. 	<ul style="list-style-type: none"> • Replace retaining walls, asphalt concourse, concrete pathways, due to age • Maintain and replace all spoon drains, stormwater drains any other external drainage. • Mow, maintain and reinstate grounds, as required. • Plant, prune, mulch and maintain garden beds.
Hygiene	<ul style="list-style-type: none"> • Keep all areas in a clean and hygienic state. • Provide appropriate Sanitary, Nappy and Mechanical disposal units for internal toilets at the discretion of the Contractor • Provide appropriate internal toilet hygiene such as air fresheners at the discretion of the Contractor 	<ul style="list-style-type: none"> • No responsibility for internal hygiene

Item	Contractor	Council Responsibility
Keys, locks, Security Passes	<ul style="list-style-type: none"> • Responsible for keys/security passes issued by Council • Replacement of lost or damaged keys • Responsible for alarm monitoring and call outs 	<ul style="list-style-type: none"> • Ordering and supplying of additional keys as requested at the expense of the Contractor • Repair and replacement of locks as a result of vandalism
Internal Lighting	<ul style="list-style-type: none"> • Replace all luminaries and lamps 	<ul style="list-style-type: none"> • No responsibility other than for external lighting at Councils discretion
Painting	<ul style="list-style-type: none"> • Internal painting due to building misuse, damage or general wear and tear • External painting due to building misuse by Contractor 	<ul style="list-style-type: none"> • Supply colour match paint at Councils discretion
Permanent Fixtures	<ul style="list-style-type: none"> • Maintain the following items: hot water service, inbuilt cupboards, bench tops, sinks, shelving, bench tops, workstations, counters, etc. • Regular cleaning of all fixtures 	<ul style="list-style-type: none"> • Replacement due to fair wear and tear of hot water service, bench tops with sinks, internal bathroom fittings
Pest Control	<ul style="list-style-type: none"> • Keep all areas of the amenities and office/reception free of rodents and pests in accordance with regulations 	<ul style="list-style-type: none"> • No responsibility
Plumbing and fixtures	<ul style="list-style-type: none"> • Clean and maintain • Cost of internal repairs to plumbing fittings such as toilet seats, pans, cisterns, taps, basins, traps, pipes, shower heads, etc. • Replacement of internal surface. • Unblocking of internal sewerage drains, waste and hot/cold water pipes. • Repair and replacement due to negligence to carry out ongoing maintenance, at Contractors cost. 	<ul style="list-style-type: none"> • Repair and renewal of all plumbing due to structural defect, age or corrosion.
Roofs, skylights, external walls, spouting and downpipes	<ul style="list-style-type: none"> • Report internal leaks immediately to Council. Delay and subsequent damage caused will be considered Contractor negligence. 	<ul style="list-style-type: none"> • Replacement of roof or external walls due to age or structural defect • Repair and replacement of external plumbing fittings such as spouting, downpipes, flashings,

Item	Contractor	Council Responsibility
		whirligigs, skylights etc due to age or structural defect • Unblocking of external sewerage drains, pits, pipes, spouting, downpipes, etc. (except where due to internal blockages which is at Contractors costs)
Sanitary Fittings (internal)	<ul style="list-style-type: none"> • Maintain, repair and replace soap/ towel/ toilet paper dispensers/ holders, personal hygiene units, WC seats/ chains, shower curtains/ rails, showerheads, flexible hoses • Re-washer/ reseal/ renew taps • Re-washer/ renew ball valves 	<ul style="list-style-type: none"> • Replacement of WC pans and cisterns, wash basins and brackets, sinks and sink tops, urinal bowls and cisterns, cistern syphons, mechanisms due to age or structural defect.
Security Systems	<ul style="list-style-type: none"> • Maintenance • Back to base responsibility, alarms and calls outs 	<ul style="list-style-type: none"> • Installation and replacement of external devices only initially installed by Council at Councils discretion
Signage	<ul style="list-style-type: none"> • Replacement, maintenance or change of information as required • Maintain and replace all internal/external signs relating to the operations • Regular cleaning as required 	<ul style="list-style-type: none"> • Installation and replacement of all permanent external signage owned by Council at Councils discretion
Smoke Detectors (if battery operated)	<ul style="list-style-type: none"> • Associated ongoing maintenance costs relating to smoke detectors • Replacement costs of units and batteries 	<ul style="list-style-type: none"> • No responsibility
Telecommunication systems (fax, photocopier, telephones)	<ul style="list-style-type: none"> • Installation and maintenance costs • Replacements costs • Line maintenance and costs • Return all initial in-kind technology provided that s redundant to needs 	<ul style="list-style-type: none"> • No responsibility for fax, photocopiers or telephones and lines • Ownership retained by Council for all In-Kind Technology initially provided including Facsimiles, phones, photocopier, PC's etc.
Trees	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Prune or remove for safety • Replacement • Supply new Trees as required

Item	Contractor	Council Responsibility
Walls and Ceilings interior	<ul style="list-style-type: none"> • Clean • Make good internal plaster cracks • Maintain wall tiling (including grouting) 	<ul style="list-style-type: none"> • Replacement of wall tiling (including grouting) due to age or structural defect at Councils discretion
Waste & Soil Pipes	<ul style="list-style-type: none"> • Clear and clean all traps / waste / vents / pipes and fittings above ground and/or external to infrastructure 	<ul style="list-style-type: none"> • Clear blockages • Clean out silt/grease trap
White goods	<ul style="list-style-type: none"> • Installation and maintenance costs • Regular cleaning as required 	<ul style="list-style-type: none"> • No responsibility

2.2.6 TELEPHONES

If directed to do so by the Tenderer, the Principal will leave the existing telephones in situ for use in conducting visitor information services as a provision of In-kind however the existing 1800 phone number remains the property of the Principal and will not be transferred to the successful Tenderer.

3 TENDERER'S OFFER

Privacy Notification

- By completing and submitting this Offer Form and attaching any related information or documentation, you will be providing Council with "personal information" within the meaning of the *Privacy and Personal Information Protection Act 1998*.
- The purpose of Council collecting the personal information is to assist Council to identify, assess and evaluate your Tender and to notify you of any matters required under Part 7 of the *Local Government (General) Regulation 2005*.
- If the personal information requested in this Offer Form and the Attachments is not provided, we may be unable to identify, consider or evaluate your Tender.
- Upon opening the Tenders Council is required to display a list of the names of the Tenderers in alphabetical order.
- If you are the successful Tenderer some of the personal information provided, such as your name and successful tender price, may be disclosed to unsuccessful tenderers.
- The personal information may also be included in business papers for Council meetings. Unless the relevant part of the meeting is closed to the public, Council is required to make business papers available for inspection by the public.
- Council may make any personal information provided available for public inspection in accordance with the *Local Government Act 1993* or the *Government Information (Public Access) Act 2009*.
- Council may inform media of the names and details of the Tenders and you agree to this publicity.
- You may apply for access or amendment to personal information held by Council. You may also make a request that Council suppress your personal information from being made publicly available. Council will consider any such application in accordance with the relevant legislation.

4.1 OFFER FORM

DATE / /2015

BETWEEN **EUROBODALLA SHIRE COUNCIL**
of Vulcan Street, Moruya, New South Wales **(Principal)**

AND **THE PARTY NAMED IN SCHEDULE 1** **(Tenderer)**

THIS DEED WITNESSES

RECITALS

- The Principal has invited select tenders for a contract for the delivery of visitor information services at the Narooma Visitor Information Centre Princes Highway Narooma in New South Wales ("**Request**").

- b) The Tenderer wishes to submit a tender on and subject to this offer form ("**Offer Form**") and the Request.
- c) This Offer Form is intended to take effect as a deed.

The Tenderer is submitting this offer for the delivery of visitor information services of:

- Narooma Visitor Information Centre, Princes Highway Narooma NSW.**

THIS DEED WITNESSES

1. TENDER

The Tenderer hereby submits its tender on and subject to the Request, including the Conditions of Tendering. The Tenderer submits with this Offer Form the following completed Tender Attachments:

- Attachment 1 – Information Checklist
- Attachment 2 – Selection Criteria
- Attachment 3 – Price Structure
- Appendix E - Contractor's Workplace Health and Safety Management System Questionnaire

2. FORMATION OF CONTRACT

The Tenderer agrees that, upon service by the Principal of a Notice of Acceptance, a contract shall be formed between the parties on and subject to:

- 2.1 this Offer Form;
- 2.2 the Formal Instrument of Agreement set out in Part 6 of the Request;
- 2.3 the Special Conditions of Contract set out in Part 4 of the Request;
- 2.4 the General Conditions of Contract set out in Part 5 of the Request;
- 2.5 the Specification set out in Part 2 of the Request; and
- 2.6 the Attachments.

3. EXECUTION OF AGREEMENT

The Tenderer agrees to execute as a deed, and at the direction of the Principal, the Formal Instrument of Agreement.

4. VARIATIONS

This deed may only be varied or replaced by a document duly executed by the parties.

5. DEFINITIONS

Save for terms defined in this deed, terms defined in the Request have the same meaning when used in this deed.

6. GOVERNING LAW

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

EXECUTED by the Tenderer as a deed poll.

1. If the Tenderer is a **company** and is required to execute documents **under seal**, the company must execute this deed under seal in the following manner, in accordance with section 127(2) of the Corporations Act 2001:

THE COMMON SEAL OF

Company Name

Affix seal here:

was hereunto affixed in accordance with its
Articles of Association in the presence of:

Director # 1

Director #2 (or Company Secretary)

2. If the Tenderer is a **company**, and is executing the documents **without seal**, the company must execute this deed in the following manner in accordance with section 127 (1) of the Corporations Act 2001:

EXECUTED by

Company Name

by being signed by the following persons who are authorised to sign for the company

Director #1

Full name

Usual address

Director # 2 (or Company Secretary)

Full name

Usual address

3. If the Tenderer is a **Proprietary Company** with a **Sole Director** the company must execute this deed in the following manner in accordance with section 127(1)(c):

EXECUTED by

Company Name

by being signed by that person who is
the sole director of the company

Director

Full name

Usual address

4. If the Tenderer is an **individual**:

SIGNED SEALED AND DELIVERED

by

in the presence of:

Witness

5. If the Tenderer is a **partnership** the partnership must execute this deed in the following manner:

SIGNED SEALED AND DELIVERED

on behalf of

Firm /Partnership Name

by being signed by the following person/s who are authorised to bind the firm in accordance with sections 5 and 6 of the Partnership Act 1919.

Partner # 1

in the presence of:

Witness

Partner # 2

in the presence of:

Witness

SCHEDULE 1

Tenderer name:

Australian Business Number:

Address:

Phone Number:

Contact Person:

Registration/Licence Number:

4.2 ATTACHMENT 1 – INFORMATION CHECKLIST

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 3 and Part 8 are to be completed and returned to the Principal as they form part of your Tender submission).

4.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it “Organisation Structure” .	“Organisation Structure”	Tick if attached <input type="checkbox"/>
Attach a copy of your current ASIC corporation extract document search and label it “ASIC Company Extracts”	“ASIC Company Extracts”	Tick if attached <input type="checkbox"/>

4.2.2 REFEREES

Attach the names and contact details of your referees, and label it “Referees” . You should give examples of work provided for your referees where possible.	“Referees”	Tick if attached <input type="checkbox"/>
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4.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it “Agents” .	“Agents”	Tick if attached <input type="checkbox"/>

4.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled “Trusts” : (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	“Trusts”	Tick if attached <input type="checkbox"/>

4.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	“Subcontractors”	Tick if attached <input type="checkbox"/>

4.2.6 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest” .	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

4.2.7 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$25,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due for the duration of the Contract?	Yes / No	
In order to demonstrate your financial ability to undertake a contract, labelled “Financial Position” include a profit and loss statement and the latest financial return together with a list of financial referees from your bank or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>
Will you require in-kind support from the Principal	Yes / No	
If yes clearly state all in-kind support you will require for the duration of the Contract on a year by year basis from the Principal labelled “In-kind” noting that ownership and title to In-Kind support in the form of furniture, fittings, real property, technology and all other goods and chattels whatsoever provided as In-Kind, remains with the Principal.	“In-kind”	Tick if attached <input type="checkbox"/>
Cover possible and complementary business use that will help derive income for the centre labelled “Income” and which will comply with the use of Crown Reserve R63051 for Narooma Visitor Information Centre.	“Income”	Tick if attached <input type="checkbox"/>

4.2.8 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within 60 days of acceptance and at least five working days before commencement or whichever comes first.			“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Contents Insurance				

4.2.9 WORKPLACE HEALTH AND SAFETY

Tenderers must complete Appendix E "Contractor's Workplace Health and Safety Management System Questionnaire" and submit it marked "Contractor's Health & Safety Questionnaire".	"Contractor's Health & Safety Questionnaire"	Tick if attached <input type="checkbox"/>
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4.3 ATTACHMENT 2 – SELECTION CRITERIA

4.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
(a) Compliance with the Specification contained in this Request.	Yes / No
(b) Compliance with the Conditions of Tendering in this Request.	Yes / No
(d) Understanding of AVIC requirement for this Request.	Yes / No
(e) Compliance with the Deadline.	Yes / No
(f) Compliance with and completion of the Price Schedule.	Yes / No
(g) Compliance with all necessary Licences and Registrations	Yes / No

4.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

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

<p>A. Relevant Experience</p> <p>Describe any experience you have in operating a service or similar organisation. Tenderers must, as a minimum, address the following information in an attachment and label it “Relevant Experience”:</p> <p>(a) Provide details of similar work;</p> <p>(b) Provide scope of the Tenderer’s involvement including details of outcomes;</p> <p>(c) Provide details of issues that arose during the project and how these were managed;</p> <p>(d) Demonstrate sound judgement and discretion; and</p> <p>(e) Demonstrate competency and proven track record of achieving outcomes;</p> <p>(f) Any additional information.</p>	<p>“Relevant Experience”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
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<p>B. Key Personnel skills and experience</p> <p>Tenderers should provide as a minimum information of proposed personnel to be allocated to this contract, such as:</p> <ul style="list-style-type: none"> (a) Their role in the performance of the Contract; (b) Curriculum vitae; (c) Membership of any professional or business association; (d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and (e) Any additional information. <p>Supply details in an attachment and label it “Key Personnel”.</p>	<p>“Key Personnel”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>C. Demonstrated Understanding</p> <p>Applicants should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <ul style="list-style-type: none"> (a) A contract schedule/timeline (where applicable); (b) The process for the delivery or performance of the goods/services/works; (c) Training processes (if required); and (d) A demonstrated understanding of the scope of work <p>Supply details and provide an outline of your proposed methodology labelled “Demonstrated Understanding”.</p>	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>D) Price</p> <p>Tenderers should complete the Price Schedule under Attachment 3.</p>	<p>"Price"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

4.4 ATTACHMENT 3 – PRICE STRUCTURE

Tenderers **must** complete the following “Price structure”:

Price

The Principal shall pay to the Contractor a sum equal to the employment of one full time employee equivalent to maintain Narooma Visitor Information Centre as a Level 2 AVIC not less than monthly for the duration of the Contract, being:

\$

per annum payable in monthly instalments upon issuing of an appropriate invoice to the Principal inclusive of all taxes, fees and duties.

Alternative Price structures may be proposed.

To assist you with proposing a Price Structure, please find below scenario costings of Full Time Equivalent staff (FTE) of 35 hours per week plus on costs and 43 hours per week plus contingent on costs.

Annualised Weekly Full Time Equivalent	\$21.39 P/Hr Plus 10% On Costs - Hospitality Industry (General) Award 2010 - Level 5 guest service supervisor Full-time 20 years or over
1 FTE - 43 Hrs (Scenario 1)	\$52,611
1 FTE - 35 Hrs (Scenario 2)	\$42,823

Additional information on pay, conditions and AVIC may be sourced from <http://awardfinder.fwo.gov.au/mati.aspx?ma=MA000002&ti=AN170017>

<http://www.auroraresearch.com.au/contact-details.html>

The Tenderer acknowledges and indemnifies the Principal from any liability whatsoever for incorrect or misleading information and does not to rely on this information, estimates or scenarios in determining a Price Structure and should seek independent financial or legal advice.

5 APPENDIX A – SPECIAL CONDITIONS OF CONTRACT

6.1 INSURANCE

- (a) The Contractor must take out a public liability policy of insurance extended to indemnify The Principal as principal and to cover liabilities to third parties arising out of the performance of the Contract by the Contractor and his servants, agents and employees and contents insurance for In-Kind furniture, fixtures and fittings in the possession of the Contractor owned by the Principal.
- (b) The public liability insurance must be for an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000) for each and every occurrence or such other amount as the Principal may reasonably require by notice in writing to the Contractor and must be effected with an approved insurer or insurers and in approved terms.
- (c) If applicable, the Contractor must take out workers compensation insurance under the NSW Workers Compensation Act 1987 covering all persons employed or deemed to be employed by the Contractor in connection with the Contractors operations under this contract.
- (d) The Contractor shall produce at the renewal of each policy a Certificate of Currency issued by the insurer establishing that the policy is valid.
- (e) If any policy is cancelled either by the Contractor or the insurer the Contractor must notify the Principal immediately.
- (f) The Principal may carry out random audits to verify the Contractor holds insurance. The Contractor will assist in any audit and provide evidence of the terms and currency of the insurance policies whenever requested by The Principal.
- (g) The Contractor will be deemed in breach of contract in the absence of valid current insurance(s).

6.2 COMPLIANCE

The Contractor must:

- (a) Comply with all relevant requirements of all Acts of Parliament;
- (b) Have an Australian Business Number;
- (c) Apply for, receive, maintain and comply with the requirements for Level 2 accreditation of the Narooma Visitor Information Centre for the duration of the Contract as defined by Destination NSW for AVICs which is contracted to Aurora Research and Development Pty. Ltd. or which may be contracted subsequently by Destination NSW;
- (d) Keep safe heritage item I256; a large permanent fixture on permanent loan from the Australian Maritime Safety Authority (AMSA) described as 'Light from Montague Island' as cited in Eurobodalla Local Environmental Plan 2012, Schedule 5 - Environmental heritage - Clause 5.10, Part 1 - Heritage items;
- (e) Not conduct at or from the Narooma Visitor Information Centre any business activity that contravenes the reserve purpose as set out in the Crown Lands Act 1989 and in accordance with Plan of Management No. 38, NATA Oval Crown Reserve No 63051, Eurobodalla (South)

Reserve Trust Crown Reserves for Public Recreation & Resting Place, adopted by the Department of Lands 27 February 2008;

- (f) Support and promote the Principal's destination marketing activities and align with the Destination Management Plan 2011 to 2020 (DMP);
- (g) Prominently Display Eurobodalla destination tourism material published, owned or produced by the Principal including but not limited to annual holiday guide, activity and attraction brochures, banners, event flyers, promotional videos etcetera in the Narooma Visitor Information Centre;
- (h) Display artefacts which are on loan by agreement from various members of the public and the Narooma Historical Society subject to assignment of loan agreements by the owner(s) of artefacts to the Contractor and:
 - (i) keep safe all items and artefacts on display in the museum until such time as the artefacts are collected by the owner(s);
 - (j) maintain a register of artefacts on loan and conduct regular artefact audits;
 - (k) return artefacts to their rightful owners when requested to do so; and
 - (l) report theft of or damaged to loaned artefacts to the owner;
- (m) Display prominently and have power and internet connectivity at all times during opening hours for the public to access the Tourism website www.eurobodalla.com.au owned and made available by the Principal through a purpose built computer kiosk; and
- (n) Provide Wi-Fi in the Narooma Visitor Information Centre for use by visitors and others.

6.3 NOT A CONTRACT OF EMPLOYMENT

The parties acknowledge that the Contractor's status under the Contract is that of an independent contractor and is not an employee. It is not the intention of the parties that the Contractor should act or be treated as an employee of The Principal. The Contractor is required to rely on his/ her own knowledge and experience in choosing how best to perform the Contractor's responsibilities as set forth in this Agreement.

7 APPENDIX B – GENERAL CONDITIONS OF CONTRACT

8.1 GOVERNING LAW

The contract shall be governed by the laws of the State of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

8.2 CONTRACT DEFINITIONS

2.1 In the Contract, except where the context otherwise requires:

'**Clause**' means a clause of these General Conditions.

'**Contract**' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'**Contract Price**' means

- a) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- c) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b), but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'**Contractor**' means the person or persons, corporation or corporations, who contract to supply the Services the subject of the Contract.

'**Officer**' means any officer or person authorised by the Principal and notified to the Contractor as an authorised officer for the purpose of this Contract.

'**Principal**' means the Eurobodalla Shire Council.

'**Services**' means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'**Specification**' means any Special Conditions, Technical Specification, Specific Requirements of the Contract, Appendices of the Request for Tender and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

2.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

5.3 EVIDENCE OF CONTRACT

- 3.1 The Contract shall be evidenced by the Special Conditions of Contract, Specifications, General Conditions of Contract, Tender, Letter of Acceptance, Offer Form, Formal Instrument of Agreement executed by the Principal and Contractor and all things referred to therein.

The precedence of documents in the event of a conflict or inconsistency shall follow the sequence as detailed above.

- 3.2 Should any part of the Contract be held in law to be invalid, that part shall be severed from the Contract and to the maximum extent permitted by law, the remainder of the Contract shall have full force and effect.

8.4 QUALITY OF SERVICES

- 4.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.
- 4.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of Standards Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Principal shall consider appropriate.
- 4.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
- 4.4 The Contractor shall employ only such persons as are suitably skilled and experienced in their respective professions, trades or callings, who hold all necessary licences permits and authorities required by law, and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract notwithstanding the Contractor's right to engage voluntary service labour in accordance with the requirement to operate a Level 2 Accredited Visitor Information Centre as defined by Destination NSW and which is contracted to Aurora Research and Development Pty. Ltd, its successors or assignees.

8.5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other intellectual property right of a third party in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 5.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 5.3 In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn.

Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy

or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal which shall survive expiry or termination of the Contract, until paid.

8.6 SETTLEMENT OF DISPUTES

- 6.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 6.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.
- 6.3 Subject to the provisions of clause 6.2, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the Chairperson of the NSW Chapter of the Institute of Arbitrators and Mediators Australia.
- 6.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:
- (a) by an arbitrator mutually agreed upon between the parties; or
 - (b) in default of such mutual agreement, by an arbitrator appointed by the Chairperson of the NSW Chapter of the Institute of Arbitrators and Mediators Australia,
- in accordance with the provisions of the Commercial Arbitration Act 1984.

8.7 TIME

- 7.1 Services under the contract shall be supplied punctually at or within the time stated in the Order or the Contract as the case may be and in this respect time shall be of the essence of the Contract.
- 7.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

8.8 SUPPLY OF SERVICES BY ORDER

- 8.1 The Contractor shall fulfil all orders for Services placed by the Principal during the term of the Contract.
- 8.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed **EXCEPT** such of the Services as may be ordered by the Principal from time to time during the period of the Contract.
- 8.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.

- 8.4 The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.
- 8.5 Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other provider or supplier thereof except Services the subject of an existing order to the Contractor.

8.9 STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

8.10 GOODS AND SERVICES TAX

- 10.1 For the purposes of this clause:
- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
 - (b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
 - (c) "Supply", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.
- 10.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:
- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force.
 - (b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which is correctly rendered and complies in all respects with the GST Act.
 - (c) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.
- 10.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Contract.

8.11 PRICE VARIATIONS

- 11.1 Contract prices shall be fixed and not subject to variation unless otherwise stated in the Contract.
- 11.2 Where Contract prices are expressed to be variable, and the Contractor wishes to claim for a variation in price in accordance with and during the term of the Contract, then the Contractor shall give the Principal full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Principal may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.

- 11.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Principal all evidence reasonably required to enable the Principal to verify each claim for payment.
- 11.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.
- 11.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Principal immediately as they occur and the Contractor shall reduce the relevant amounts payable under the Contract or repay to the Principal the full amount of any overpayment made by the Principal (as the case may be) within fourteen (14) days of the reduction being authorised by the Principal.
- 11.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Principal as far in advance as practicable of the date from which the variation is sought to commence.
- (a) All variations approved by the Principal shall operate from a date determined by the Principal, which shall not be earlier than the date of the formal application for variation.
- (b) The onus shall be upon the Contractor to prove to the satisfaction of the Principal all details of any variation claimed.
- 11.7 In all matters of price variations (up or down) the Contractor shall make available to the Principal within the time specified by the Principal such information, records, facts and figures as the Principal shall require. Failure to supply the required information, records, facts and figures shall entitle the Principal to refuse the variation. The Principal will not be liable to the Contract for any rejection of the Contractor's variation due to the Contractor's failure to comply with this Clause.
- 11.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be terminated by either party by [30] days written notice to the other.

8.12 SECURITY DEPOSIT

- 12.1 Within the time limited in the Special Conditions of Contract the Contractor shall deposit with the Principal the Security in the amount and in the form (if any) set out in the Special Conditions of Contract. The Principal shall hold such Security as security for the due and proper performance and completion of the Contract, or until the Contract has been terminated in which event the Security shall become forfeited to the Principal.
- 12.2 If the Contract has not been terminated and Orders are not completed in accordance with the terms of the Contract, then the amount of loss and damage (if any) to the Principal caused thereby may be deducted from the Security and appropriated by the Principal.
- 12.3 Where the Contractor fails to deposit the Security within the said period the Principal may give to the Contractor notice in writing terminating the Contract and the Contract shall thereupon be deemed to be discharged.

8.13 ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Principal in writing, assign transfer mortgage charge encumber sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign, transfer, mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Principal being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions in the absolute discretion of the Principal.

8.14 TERMINATION OF CONTRACT

14.1 Where the Contractor:

- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- (b) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
- (c) (if an individual) becomes bankrupt; or
- (d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- (e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (f) includes any statement, fact, information, representation or material in its Tender which is false untrue or incorrect; or
- (g) fails in any manner to perform the Contract;

then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the Contract.

- 14.2 All damages and expenses incurred by the Principal under or by virtue of the provisions of sub-clause 14.1 shall be ascertained and certified by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, which will survive termination or expiry of the Contract.
- 14.3 If the Contract is terminated the moneys which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Principal.

- 14.4 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract and the Contractor shall not be entitled to make any claim against the Principal in respect of such moneys.

8.15 FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Principal may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

8.16 POWER TO ACT FOR THE PRINCIPAL

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal in writing.

8.17 VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Principal in writing.

8.18 SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contractor until such instructions have been complied with.

8.19 DEDUCTION OF CHARGES OR DEBTS

- 19.1 Without limiting the Principal's rights under the any of the foregoing clauses hereof any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- 19.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

8.20 PAYMENT

- 20.1 The Principal shall pay or cause to pay to the Contractor, upon certification by the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Principal to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.

- 20.2 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their scheduled rates and not at the total amount of the Contractor's tender.
- 20.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.
- 20.4 The Principal shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.
- 20.5 All periods for payment of invoices shall be calculated from the date of preparation of the invoice unless otherwise agreed by the Principal. All payments must be made within 30 days of receipt of the Contractor's invoice, subject to the Contractor's compliance with Clause 10.

8.21 SERVICE OF NOTICES

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Principal or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Tender or at such other address as is notified in writing by the Contractor to the Principal.

8.22 CONTRACTOR TO INFORM ITSELF

22.1 The Contractor acknowledges and agrees it has:

- (a) examined carefully and has acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- (b) examined the site and its surroundings; and
- (c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

8.23 COMPLYING WITH STATUTORY REQUIREMENTS

- 23.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of New South Wales and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.
- 23.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Work Health and Safety Act 2011 and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.

23.3 If, in the reasonable opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

8.24 PROPERTY DAMAGE AND PUBLIC RISK

24.1 Subject to the next following paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal, its employees, professional consultants or agents against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding, cost or expense (including legal costs) arising out of or in connection with the supply or provision of the Services by the Contractor, its employees, agents or sub-contractors.

24.2 The Contractor shall not be liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

8.25 ACCIDENT OR INJURY TO EMPLOYEES

The Contractor shall indemnify and keep indemnified the Principal against liability for all actions, claims, demands, loss or damage, cost or expense resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Principal of any of the provisions of the Contract or any negligent act or omission of the Principal), any employee of the Contractor or of any sub-contractor or of any other person occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract.

8.26 INSURANCE

8.26.1 PROVISION OF INSURANCE

- a) The Contractor shall take out or maintain the Public Liability insurance that the Principal (Council) has agreed to, prior to entering the agreement, in a sum not less than twenty million dollars (\$20,000,000) for any one occurrence in respect of any liability for personal injury or the death of any person; and loss of or damage to property including property of the Council. The Contractor shall seek the approval from the Principal to any changes in that policy. Such insurance shall be maintained throughout the term of the Contract.
- b) Eurobodalla Shire Council (Principal) and the Minister responsible for administering the Crown Lands Act must be noted as Interested Parties on the insurance certificate.
- c) The Contractor shall indemnify and keep indemnified the Principal and the Minister, its officers, servants and agents against any and all costs, claims, damages, expenses and liabilities arising from any claims, actions, or proceedings made, brought or commenced by any persons arising out of any unlawful or negligent act or omission by the Contractor.
- d) The Contractor's liability to indemnify the Principal is reduced proportionally to the extent that a malicious or negligent act or omission of the Principal or employees or agent (other than the Contractor) of the Principal or a breach of this contract by the Principal has contributed to the injury, damage or loss.

8.26.2 NO CHANGE OF INSURANCE WITHOUT PERMISSION

Without limiting the Principal's rights to approve the terms of the insurance policy required by this clause 5.26, the Contractor shall ensure that the insurance policy effected and maintained by the Contractor in accordance with this clause 5.26 shall not be cancelled or materially changed unless 30 days' written notice of the cancellation or material change has been given to the Principal.

8.26.3 PROVISION OF EVIDENCE

- 1) The Contractor must provide to the Principal suitable evidence of current required insurance cover prior to engagement of the project and through the life of the project engagement as required, and hold the following evidence of insurance cover at its office:
 - a) Up-to-date certificate of currency for the policy noting the Council and Minister as Interested Parties; and
 - b) a copy of the policy duly issued, stamped and signed by the insurer.
- 2) If a notice of cancellation is given to the Contractor insurance the Contractor must cease to operate on the Council contract, secure and vacate the Narooma Visitor Information Centre premises and immediately notify Council.
- 3) If the Contractor fails to renew the policy or to pay a premium the Contractor must cease to operate on the Council Contract, secure and vacate the Narooma Visitor Information Centre premises and immediately notify Council.
- 4) The Council may conduct random audits to verify insurance held by the Contractor. The Contractor will assist in the audit and provide evidence of the terms and currency of the insurances, whenever requested by Council.

8.26.4 FAILURE TO INSURE

If, after being requested in writing by the Principal, the Contractor fails to produce evidence of compliance with insurance obligations to the satisfaction and approval of the Principal, The Contractor must secure and vacate the Narooma Visitor Information Centre premises and the Principal may refuse payment until evidence of compliance with insurance obligations are produced by the Contractor.

8.26.5 FURTHER INSURANCE OBLIGATIONS

The Contractor must:

- 1) in relation to the Workers' Compensation Insurance:
 - a) where required under the applicable Workers' Compensation Legislation, the Contractor shall take out and maintain a Workers' Compensation insurance policy in respect of the Contractor's business and each person employed or deemed to be employed by the Contractor in connection with the business activity, for the full amount of the Contractor's liability under any applicable Workers' Compensation legislation; and potential legal liability independently of such legislation. Such insurance shall be maintained throughout the term of the Contract; and
 - b) if the Contractor is a sole trader, the Contractor shall take out and maintain a Personal Accident Insurance policy for themselves. Such insurance shall be maintained throughout the term of the Contract.
- 2) the Contractor shall, as soon as practicable, inform the Principal, in writing, of any occurrence/incident that may give rise to a claim under a policy of insurance. The Contractor will keep the Principal informed of any subsequent development concerning the claim. The Contractor shall ensure that sub-contractors in respect of their operations similarly inform the Principal.
- 3) ensure that it:

- a) does not do anything which prejudices any insurance effected in connection with the Contract;
 - b) if necessary, rectifies anything which might prejudice any insurance effected in connection with the Contract;
 - c) reinstates an insurance policy specified under clause 4.1 if it lapses;
 - d) does not cancel, vary or allow an insurance policy specified under clause 4.1 to lapse without the prior written consent of the Principal's Representative;
 - e) immediately notifies the Principal's Representative of any event which may result in an insurance policy effected in connection with the Contract lapsing or being cancelled; and
 - f) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any policy effected in connection with the Contract or the payment of all or any benefits under the insurance.
- 4) as soon as possible inform the Principal, in writing, of any occurrences that may give rise to a Claim under an insurance policy effected in connection with the Contract;
 - 5) keep the Principal informed of any subsequent developments concerning the Claim;
 - 6) ensure that its sub-contractors similarly inform the Contractor and the Principal in respect of occurrences which may give rise to a Claim by them; and
 - 7) if the Contractor engages any sub-contractors then the sub-contractors must take out or maintain their own Insurances as per clause 4.1. Such insurance shall be maintained throughout the term of their engagement.

8.26.6 CONTENTS INSURANCE

The Principal will effect and maintain contents insurance for all of the Principal's Equipment, In-Kind furniture, fixtures and fittings in the possession of the Contractor owned by the Principal and the cost of effecting such insurance shall be included, and accounted for, as an expense of the Business.

The Contractor acknowledges that the contents insurance to be effected pursuant to this clause 5.26.6 will not cover the Contractor's Equipment.

8.27 WARRANTIES

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Principal will have the benefit of and may enforce the warranties in its own right. The Contractor shall ensure that the Principal will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

8.28 INDUSTRIAL AWARDS

- 28.1 With respect to all work done in New South Wales under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts, Industrial Tribunals or AVIC requirements applicable to the Services and the work to be done under the Contract.
- 28.2 Failure by the Contractor to comply with sub clause 28.1 hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

8.29 LICENCE

- 29.1 Subject to the other provisions of the Contract the Contractor, the Contractor's Staff and parties lawfully authorised by the Contractor for purposes associated with or ancillary to the performance of its obligations under this Contract (but not otherwise) shall be entitled to enter the Narooma Visitor Information Centre for the purpose of performing the Services (**Licence**).
- 29.2 The Licence shall not create any relationship of landlord and tenant and shall be a non-exclusive right to have access to the Narooma Visitor Information Centre, and:
- shall not grant or be deemed to be granted any legal estate or other interest in land;
 - shall determine, without notice, immediately upon any termination of this Contract;
 - shall be subject to any existing third party rights of possession or occupation;
 - is subject to any existing arrangements made with the Principal or on its behalf under which any third party is entitled to have access to the Narooma Visitor Information Centre for the purpose of carrying out any works or services; and
 - is subject to other provisions of this Contract which regulate the extent to which, and purposes for which, the Contractor may have access to and remain upon the Narooma Visitor Information Centre or any part of them.
- 29.3 The Principal and any person authorised by it may enter onto the Narooma Visitor Information Centre at any time, and for any reason.
- 29.4 The Contractor shall not, and shall procure that no other person shall, carry on any business, undertaking or activity at the Narooma Visitor Information Centre other than as expressly authorised by this Contract.
- 29.5 The Principal will issue all necessary keys to the Contractor to allow access to the Narooma Visitor Information Centre. Keys provided to the Contractor are to be safeguarded against loss or theft. No copies of keys are to be made or obtained by the Contractor's Staff without the Principal's written consent.
- 29.6 The Contractor must report the loss of keys to the Principal's Representative immediately such loss occurs. Should keys be lost, the Contractor will be responsible for the cost of re-keying any locks associated with the lost keys. The Contractor must pay to the Principal within seven (7) days of demand the cost, as determined by the Principal's Representative, of re-keying any such locks.
- 29.7 At no time may the Contractor admit any unauthorised person to the Narooma Visitor Information Centre.
- 29.8 Any loss or damage resulting from a failure to comply with the Contractor's obligations under this clause 5.29 must be replaced or made good at the Contractor's expense.
- 29.9 The Contractor is responsible for, and must pay all outgoings, levies and charges for telephone or telecommunications, electricity and the Contractor must immediately (and before the Commencement Date) take such steps as are necessary to transfer the telephone, communications and electricity into the name of the Contractor.
- 29.10 The Contractor must take all reasonable care of the Principal's equipment, fitting, fixtures, furniture and technologies. The Contractor must at once notify the Principal's Representative of any damage to the Principal's equipment, fitting, fixtures, furniture and technologies. The Contractor must take immediate steps necessary to minimise damage to the Principal's equipment, fitting, fixtures, furniture and technologies and remedy damage upon being directed to do so by the Principal's Representative. Should the Contractor fail to remedy the damage, the Principal may, at the cost of the Contractor, effect the necessary repairs.
- 29.11 During the performance of the Services, the Contractor must take all necessary precautions to avoid causing nuisances or inconveniences to the public, the Principal's staff, and visitors of the Narooma Visitor Information Centre. The Contractor must schedule all work in conjunction with the Principal's Representative so as to avoid noise or other distractions to

- occupants and visitors of the Narooma Visitor Information Centre and must cease work when instructed by the Principal's Representative.
- 29.12 The Principal shall at any time and from time to time during the Contract Term be entitled to carry out building works or structural alterations to the Narooma Visitor Information Centre (or any part of the Narooma Visitor Information Centre) with reasonable consultation with the Contractor and shall also be entitled to otherwise improve, alter, add to or in any other manner carry out structural or capital works to the Narooma Visitor Information Centre and thereby improve, alter or replace, in whole or part the Narooma Visitor Information Centre or any part or parts thereof (all of which works are collectively called the "**Structural Improvements**").
- 29.13 In carrying out the Structural Improvements the Principal will take all reasonable steps to ensure that as little disruption as possible is caused to the business of the Contractor, being carried out within the Narooma Visitor Information Centre, and the business of any other person or entity within the Narooma Visitor Information Centre.
- 29.14 The contractor will not be compensated for any loss of income that may occur as a result of these works.

8.30 VARIATIONS TO SERVICES

- 30.1 Any minor or non-substantial changes to the Contract may be effected by agreement between the Parties and shall not be deemed a Variation to the Contract.
- 30.2 The Principal may at any time propose a Variation to the Contract or Services and shall submit such proposal in writing to the Contractor ("a Variation Notice").
- 30.3 The Variation Notice shall set out:
- a) details of the Variation;
 - b) the date from which the Variation is to have effect;
 - c) the time period during which the Variation shall have effect if it is of a temporary nature; and
 - d) whether the Principal requires the Contractor to submit a plan for implementing the variation.
- 30.4. The Contractor shall accept and implement the Variation as set out in the Variation Notice unless the Variation is:
- a) contrary to Legislation;
 - b) contrary to Good Industry Practice; or
 - c) would compromise health and safety or security of the Centres, the users, the Equipment or the public at large;
 - d) in which case the Contractor shall notify the Principal of its concerns and the Parties shall meet to discuss whether the concern may be mitigated or negated.
- 30.5. The Contractor shall be entitled to propose a reasonable change to the Services at any time which shall set out sufficient details of financial information and costs so as to enable the Principal to assess whether any increase or decrease in the Adopted Budget is required. The Contractor's proposal shall be reviewed by the Principal in accordance with Condition 7.6.
- 30.6. The Principal shall be under no obligation to accept the Contractor's proposal but shall not unreasonably refuse to do so unless the proposed change:
- a) is contrary to Legislation;
 - b) would compromise health and safety or security of the Narooma Visitor Information Centre, the Visitors or the public at large;

- c) is contrary to Council Policy;
 - d) is contrary to the principles of continuous improvement;
 - e) would lower the standard of the Services; and/or
 - f) would result in a decrease in the amount payable to the Principal, and/or substantially increase costs of the operation
 - g) would, in the opinion of Council, increase fees to unreasonable levels;
- in which case the Principal's acceptance or otherwise shall be at its absolute discretion.

If the Principal accepts the Contractor's proposed variation, it shall issue the Contractor with a Variation Notice in accordance with clause 5.30.3.

- 30.7. If, having received a Variation Notice, the Contractor considers that such upward or downward adjustment or additional payment is necessary as a result of the Variation, the Contractor shall, within 14 working days of the issue of the Variation Notice, set out in writing its proposal for the adjustment or additional payment. Such proposal shall be supported by sufficient documentation and a clear analysis as to how the proposal has been calculated.
- 30.8. In the event that no such proposal is made by the Contractor within 14 Working Days (and unless the Principal grants an extension in writing to the 14 day period) both Parties shall be deemed satisfied that the Adopted Budget shall remain unadjusted as a result of the Variation.
- 30.9. The Contractor shall be bound by any Variation with effect from the date specified in the Variation Notice unless the Principal notifies the Contractor that the Variation is not to take effect until any adjustment to the Adopted Budget is agreed or determined.
- 30.10. The Contractor shall carry out and effect any Variation as if such Variation was stated in the Contract Documents and formed part of the Specification.
- 30.11. In the event of any dispute under this Clause 5.30, the matter shall be referred to the dispute resolution procedure in Clause 5.6.
- 30.12. In any case where the Contractor is instructed to proceed with a Variation prior to the financial consequences thereof being agreed or determined, the Contractor shall keep contemporary records of the cost of making the Variation and of the time expended thereon and such records shall be open to inspection by the Principal's Representative at all reasonable times.

6. APPENDIX C – FORMAL INSTRUMENT OF AGREEMENT

Date / /

Formal Instrument of Agreement

Eurobodalla Shire Council
and

[## Name of Other Party]

Formal Instrument of Agreement

DATE / /

BETWEEN

Eurobodalla Shire Council
of Vulcan St Moruya

(Principal)

AND

[name] [ABN] [address]

(Contractor)

RECITALS

- A. The Principal invited tenders for Contractor Services for Narooma Visitor Information Centre, Princes Highway Narooma New South Wales (**Request**).
- B. The Contractor's tender to the Principal has been accepted.
- C. The parties wish to formalise their agreement on and subject to the terms of this deed.
- D. This agreement is executed as, and is intended to take effect as, a deed.

IT IS AGREED

1. DEFINITIONS

Words defined in the Request have the same meaning in this Formal Instrument of Agreement.

2. TERM OF CONTRACT

- 2.1 The Principal grants and the Contractor agree this agreement is for a period of three years commencing on 1 March 2016 and terminating on 1 March 2019.
- 2.2 At any time prior to 1 March 2019 the Principal or the Contractor may terminate this agreement by giving three months' notice in writing to the other party.
- 2.3 The Principal, at its absolute discretion, may grant a further period of operating the Narooma Visitor Information Centre to the Contractor for a period of two years, commencing from 1 March 2019 if:
 - (a) The Contractor serves notice in writing upon the Principal requesting such further period;
 - (b) The Principal receives the notice not less than six (6) months prior to the last day of the term of this agreement; and
 - (c) The Contractor is not in default under this agreement as at the giving of notice and the last day of the term of this agreement.

1. If the Tenderer is a **company** and is required to execute documents **under seal**, the company must execute this deed under seal in the following manner, in accordance with section 127(2) of the Corporations Act 2001:

THE COMMON SEAL OF

Company Name

Affix seal here:

was hereunto affixed in accordance with its
Articles of Association in the presence of:

Director # 1

Director #2 (or Company Secretary)

2. If the Tenderer is a **company**, and is executing the documents **without seal**, the company must execute this deed in the following manner in accordance with section 127 (1) of the Corporations Act 2001:

EXECUTED by

Company Name

by being signed by the following persons who
are authorised to sign for the company

Director #1

Full name

Usual address

Director # 2 (or Company Secretary)

Full name

Usual address

3. If the Tenderer is a **proprietary company** with a **sole director** the company must execute this deed in the following manner in accordance with section 127(1)(c):

EXECUTED by

Company Name

by being signed by that person who is
the sole director of the company

Director

Full name

Usual address

4. If the Tenderer is an **individual**:

SIGNED SEALED AND DELIVERED

by

in the presence of:

Witness

5. If the Tenderer is a **partnership** the partnership must execute this deed in the following manner:

SIGNED SEALED AND DELIVERED

on behalf of

Firm /Partnership Name

by being signed by the following person/s who
are authorised to bind the firm in accordance
with sections 5 and 6 of the Partnership Act
1919.

Partner # 1

in the presence of:

Witness

Partner # 2

in the presence of:

Witness

9 APPENDIX D – NOTICE OF ACCEPTANCE

FROM: [INSERT COUNCIL NAME] (**Principal**) of [insert address]

TO: [TO BE COMPLETED]

DATE: [TO BE COMPLETED]

The Principal has by resolution of the Council determined to accept the Tender submitted by you under the Offer Form dated [DATE].

This Notice of Acceptance constitutes an irrevocable acceptance of that Tender as set out at Clause 2 of the Offer Form.

SIGNED for and on behalf of the)
 [INSERT COUNCIL NAME])
 by its duly).....
 authorised officer pursuant to decision)
 no. # dated ## 200# in the presence of:) **Name:**
) **Title:**

10 APPENDIX E – CONTRACTORS WORKPLACE HEALTH & SAFETY QUESTIONNAIRE

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "Contractor's Health & Safety Questionnaire". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system if they exist. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

	YES	NO
13.1 WHS POLICY AND MANAGEMENT		
13.1.1 IS THERE A WRITTEN COMPANY HEALTH AND SAFETY POLICY AND MANAGEMENT SYSTEM THAT COMPLIES WITH AVIC?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide a copy of the policy and complete questions 8.1.1.1 to 8.1.1.4. If No, provide Comments as to how and when this will be completed to comply with AVIC.		

13.1.1.1 Does the WHS Management System comply with AS/NZS 4801:2001?	<input type="checkbox"/>	<input type="checkbox"/>
13.1.1.2 Is the WHS Management System audited or reviewed on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide details of last audit and outcomes.		

13.1.1.3 Is there a company WHS organisation chart?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide a copy.		

13.1.1.4 Are Health and safety responsibilities clearly identified for all employees?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide details.		

13.1.2 HAS THE CORPORATION EVER BEEN CONVICTED OF AN OCCUPATIONAL HEALTH AND SAFETY OFFENCE?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide details.		

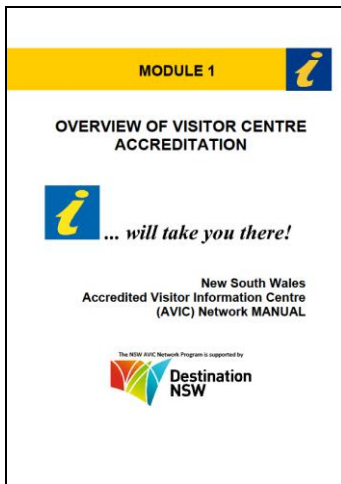
14 APPENDIX F – NEW SOUTH WALES ACCREDITED VISITOR INFORMATION CENTRE (AVIC)

15.1 OPERATING THE NAROOMA VISITOR INFORMATION CENTRE AS A LEVEL 2 AVIC

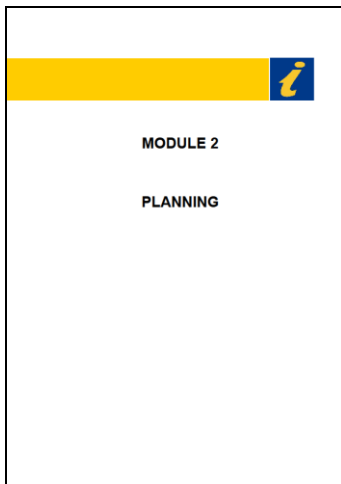
- a) The Narooma Visitor Information Centre is to continue to be operated and managed as a Level 2 Accredited Visitor Information Centre (AVIC) for the duration of the Contract by the Contractor;
- b) accreditation must be maintained by the Contractor for the duration of the Contract as defined by Destination NSW for AVICs which as at the date of this Request management of the accreditation program is contracted to Aurora Research and Development Pty. Ltd;
- c) application for accreditation along with compliance documents including corporation structure, insurances and all other requirements associated with AVIC must be must be lodged by the Contractor within thirty (30) days from Contract;
- d) all fees and charges to maintain accreditation must be paid by the Contractor for the duration of the Contract.

Accreditation documentation, manual, application and information can be sourced from the AVIC Secretariat, Aurora Research and Development Pty. Ltd by telephone (02) 6885 5558 or by email lyn@auroraresearch.com.au or at <http://www.auroraresearch.com.au/apply-for-accreditation.html>.

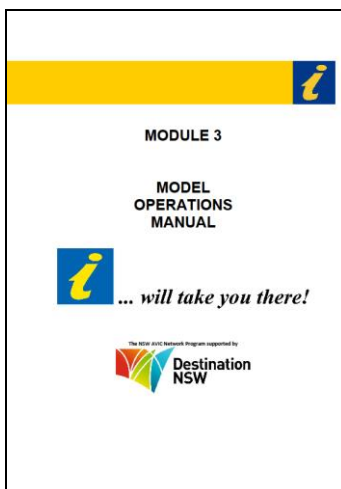
If you have a soft copy of this Request you can click the image below to view and print AVIC Module 1 PDF.



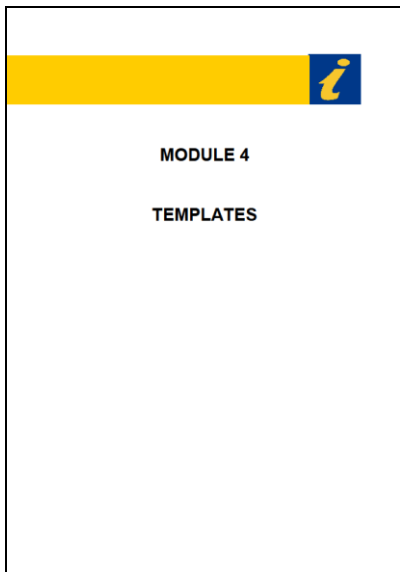
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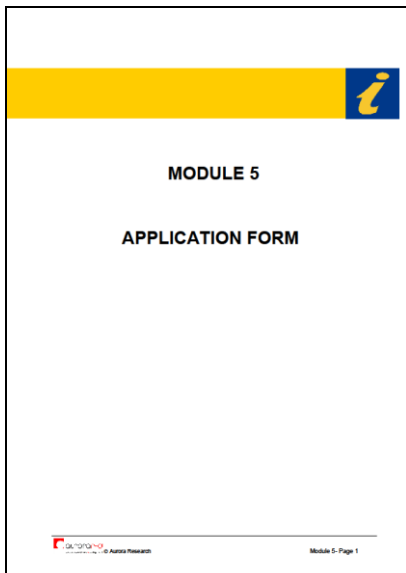
If you have a soft copy of this Request you can click the image below to view and print AVIC Module 3 PDF.



If you have a soft copy of this Request you can click the image below to view and print AVIC Module 4 PDF.



If you have a soft copy of this Request you can click the image below to view and print AVIC Module 5 PDF.



REQUEST FOR TENDER - addendum

FOR EUROBODALLA SHIRE COUNCIL

Request for Tender (RFT)	Visitor Information - Service Delivery - Narooma
Deadline:	4:00 pm AEDT - 9 February 2016
Address for Delivery:	Submissions must be either lodged electronically by email to council@esc.nsw.gov.au or submitted in a sealed envelope marked "Tender – Visitor Service Delivery" into the Tender Box at Council's Administration Building, Cnr Campbell & Vulcan Streets, Moruya (PO Box 99) by the deadline.
Contact Officer:	Kerrie-Anne Benton Tourism Marketing Co-ordinator P: 02 4474 1345 E: kerrienne.benton@eurocoast.nsw.gov.au
RFT Number:	VIC 1115

Amended December 2015

1 ADDENDUM

Changes to Request for Tender number RFT VIC1115 in accordance with clause 1.9.13. The Principal has amended the Request for tender as follows which has been acknowledged by the Tenderers.

1.1 EXTENSION TO DEADLINE

An extension to the deadline has been granted by the Principal as a result of a request from one of the selective tenderers to overcome concerns arising from the closure of Council and peak Christmas holiday season affecting contributors to the tender submissions, and that one or both would not be able to provide a quality submission.

1.1.1 THE FOLLOWING AMENDMENTS TO CLAUSES ARE TO BE NOTED:

A) CLAUSE 1.9.1 -

FORMER: LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline.

The Deadline for this Request is **22 December 2015 at 2:00pm AEDT.**

NOW READS: LODGMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline.

The Deadline for this Request is **9 February at 4:00pm AEDT.**

1.2 TERM OF CONTRACT

1.2.1 THE FOLLOWING AMENDMENTS TO CLAUSES ARE TO BE NOTED:

A) PART 1 - CLAUSE 1.4 -

FORMER: The contract between the Principal and the Contractor will commence by mutual agreement but not later than One (1) March 2016 and be for a term of three (3) years [with provision for the Principal to extend the contract by up to a further two (2) years], subject to satisfactory performance against the objectives stated in the contract terms. The Principal neither guarantees nor warrants that the Contract will be extended beyond the initial three (3) year period and submissions should base the proposed Schedule of Rates accordingly.

NOW READS: The contract between the Principal and the Contractor will commence by mutual agreement but not later than Two (2) May 2016 and be for a term of three (3) years [with provision for the Principal to extend the contract by up to a further two (2) years], subject to satisfactory performance against the objectives stated in the contract terms. The Principal neither guarantees nor warrants that the Contract will be extended beyond the initial three (3) year period and submissions should base the proposed Schedule of Rates accordingly.

B) PART 6 - CLAUSE 2.1 -

FORMER: The Principal grants and the Contractor agree this agreement is for a period of three years commencing on 1 March 2016 and terminating on 1 March 2019.

NOW READS: The Principal grants and the Contractor agree this agreement is for a period of three years commencing on 2 May 2016 and terminating on 2 May 2019.

C) PART 6 - CLAUSE 2.2

FORMER: At any time prior to 1 March 2019 the Principal or the Contractor may terminate this agreement by giving three months' notice in writing to the other party.

NOW READS: At any time prior to 2 May 2019 the Principal or the Contractor may terminate this agreement by giving three months' notice in writing to the other party.