



SYDNEY MARKETS

SML Tender Number 09/2024

**Provision of
Security Services**

**GENERAL CONDITIONS OF
TENDER**

NOTICE TO TENDERERS

JULY 2024

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Schedule 1 – Tenderer details

Schedule 2 – Statement of Services

Attachments - Schedule 1, 2 & 3 of the Agreement – for the Provisions of Security Services

- **Duty scheduling responsibilities (*Duty Statements*) for Flemington and Haymarket (Provided as a guide only). These documents are dynamic and subject to modifications as required.**

1. DEFINED TERMS

1.1 Definitions

In this Request for Tender unless the context otherwise requires:

- (1) **Acceptance Date** means the date on which the Principal announces the successful Tenderer.
- (2) **Agreement** means the draft agreement.
- (3) **Closing Date** means**2pm**.

- (4) **Contractor** means entity providing the security services in accordance with the Tender.
- (5) **Markets** means the markets run and operated by the Principal.
- (6) **Non-complying Tender** means a Tender which changes, in any respect, the Tender Documentation.
- (7) **Principal** means Sydney Markets Limited ACN 0077 119 290.
- (8) **RFT** means this “Request for Tender”.
- (9) **Schedule** means the schedule attached to this RFT.
- (10) **Services** means the security services provided in accordance with the Tender.
- (11) **Site** means the site at which the Provision of Security Services are to be performed being Principal’s site’s located at Sydney Markets NSW 2129 and Haymarket NSW 2000
- (12) **Tender** means an offer submitted by a person for the provision of security services as defined in the Agreement such offer being submitted in accordance with the terms of the Tender Documentation.
- (13) **Tender Form** means the tender form set out in Schedule 1 of the Tender.
- (14) **Tender Documentation** means:
 - (a) the RFT;
 - (b) the Schedule;
 - (c) any appendices to the RFT;
 - (d) the Agreement; and
 - (e) the Contractor’s Tender.
- (15) **Tenderer** means a person submitting a Tender.
- (16) **Terms** defined in the Agreement
- (17) Terms defined in the Agreement which appear in this RFT are to have the meaning ascribed to them in the Agreement.

2. PROVISION OF SERVICES

The Contractor must provide the Services to the Principle in accordance with Schedule 2 of the Tender (including the special notes), which forms part of the Agreement for the Provision of Security Services.

Each party must fulfil the responsibilities associated to it in the Agreement including the schedules of that Agreement. (Duty Schedules for both Flemington and Haymarket are provided as a guide only (attached))

3. DESCRIPTION OF THE SITE

Homebush West

The site is located in the Municipality of Strathfield on Parramatta Road between Potts Street and Centenary Drive and is known as Sydney Markets, Homebush West with an area of approximately 43 hectares.

Other site Activities

The Sydney Markets operate seven (7) days a week for the supply, storage, sorting, sale and distribution of fresh farm produce and other saleable items; these activities may create access restrictions to the site.

Heavy truck, forklift, car and pedestrian traffic occur throughout the markets and in the vicinity of Austin Avenue, West Road, Car park V and Y, Warehouses D and F, the Plaza Building and associated roads and car parks between the hours Midnight to 10.00am Monday to Friday.

- Paddy's Markets operates on this site on Fridays and Sundays between the hours of 9.00am and 4.00pm.
- Paddy's Fresh Food Market operates on this site on Saturday between the hours of 4:30am and 2pm.
- A Growers and Wholesale Markets operate Monday to Friday from 3am Mon-Fri & 4am Tues- Thurs.
- Swap & Sell Market operates on Saturdays from 6am to 2pm.
- The Flower Market operates Monday to Saturday from 5am to 11am.
- The Night Food Markets operates first Saturday of each month 6pm to 11pm.

The operations & times are provided as a guide only and may change.

Heavy pedestrian and private vehicle traffic occur on Fridays, Saturdays and Sundays

Tenderers are required to inspect the entire site and make their own assessment for an appreciation of the spread and intensity of the activities on the Sydney Markets site. It is recommended that the Tenderer makes several inspections at various times to inform themselves as to actual conditions pertaining to this site.

No claim for cost by the Tenderer will be considered for failure to inspect the site or failure to understand the constraints and restrictions of the site.

Haymarket

The site is located in the Municipality of Sydney. The main entrance to this site is through Quay Street. Other boundary roads are Thomas Street, Hay Street and Ultimo Road and are known as Paddys Markets, Haymarket 2000.

Paddy's Markets, Haymarket currently operates Wednesday to Sunday between the hours of 10am and 6pm.

Tenderers are required to inspect the entire site and make their own assessment for an appreciation of the spread and intensity of the activities on the Sydney Markets site. It is recommended that the Tenderer makes several inspections at various times to inform themselves as to actual conditions pertaining to this site.

No claim for cost by the Tenderer will be considered for failure to inspect the site or understand the constraints and restrictions of the site.

4. SITE ACCESS AND RESTRAINTS

Permission to enter the Site

Tenderers must obtain permission to enter the Sites by phoning or emailing the Operations Manager.

Visit to the Site

Tenderers are expected to visit the Site before submitting a Tender.

Tenderers need to complete the Sydney Markets Induction which can be completed online using the link below, prior to visiting the Flemington or Haymarket sites. Inductions can be completed on site at the time of the visit.

<https://www.sydneymarkets.com.au/safety-awareness>

All tenderers must sign in at both sites and comply with the sites safety Plans.

Flemington: Control Centre (office located at the Austin Avenue toll booths)

Haymarket: Main office located at Thomas Street entrance.

Tenderer to make its own enquiries and rely on its own expertise

- (1) Tenderers must satisfy themselves as to the preliminary work involved, the nature and extent of all work to be done and the nature of materials to be excavated.
- (2) The Tenderer relies on its own skill, knowledge and expertise in submitting its Tender for the Services under the Agreement. The Tenderer indemnifies the Principal and cannot make any claim, demand or requisition against the Principal in respect of any unforeseen conditions at the Site or for the Principal's failure to disclose any information which may have been material to a Tenderer's consideration of this RFT and the Services under the Agreement.

Unless prior approval has been granted by the Principal, a gate access charge applies to all private vehicles entering through the tollgates into the markets prior to 9 am Monday to Thursday and 9:30am Friday. Parking will be provided free of cost for all Contractors associated with the Agreement.

Parking restrictions and controls apply throughout the Markets. All vehicles must be parked within the agreed areas in such a manner so as not to hinder the Market activities.

5. POSSESSION OF SITE

The Principal is a privately owned business enterprise. The Principal's operation at its Homebush West & Haymarket premises is to remain fully operational throughout the currency of the Agreement. It remains essential that there are no interruptions to this operation and that there are no breaches in the continued safety of the market traders or the general public using the market or its facilities.

6. CRITICAL DATES

6.1 Critical dates

The following dates are the anticipated critical dates for this RFT:

Critical Event	Date
Site Visits	19 th February to March 1 st 2024
Closing Date	Friday 22 nd March 2024 - 2pm
Consideration of Tenders	25 th March to 26 th April 2024

Approval from SML Board	May 2024
Commencement Date	1st July 2024

6.2 Variation of Critical dates

The Principal may, at its absolute discretion, vary the dates and periods set out.

7. NOMINATED CONTACT

The contacts nominated for the Principal is: Operations Manager Adrian La Cava.

Adrian La Cava – Operations Manager
 Telephone: 9325 6170, 0420 936 710 fax: (02) 9325 6175
 Email: adrian.lacava@sydneymarkets.com

Haymarket (Wednesday to Sunday)

Sam Marturano (*Market Manager*): Phone: 0407 325 260
 Email: retail.haymarket@sydneymarkets.com

8. LODGMENT OF TENDER

8.1 Lodgement of Tenders

Tenderers must lodge the complete Tender in the Tender Box at Sydney Markets Limited, Level 3 Market Plaza Building, Sydney Markets 2129 (Office Hours 8am – 4:30pm Monday to Friday) endorsed to:

**Sydney Markets Limited
 Attention: Adrian La Cava
 Level 3, Market Plaza Building
 Sydney Markets
 NSW 2129**

The Tender must be sent in sufficient time to reach the office set out above not later than 2 pm on the date for Closing Date.

When lodging in the Tender Box, the Tenderer must seal the Tender in an envelope marked:

SML Tender Number 09/2024 - “Provision of Security Services”

It is entirely the responsibility of the Tenderer to ensure that any Tender submission is received before the Closing Date.

A copy of the Tender may be emailed to adrian.lacava@sydneymarkets.com but for the Tender to be considered by the Principal, the original must be received in accordance with this Clause 8 by the Closing Date.

8.2 Documents to be lodged with Tender

Listed below is the Tender Form and documents, which are to be completed and lodged for the Tender. If any Tender schedules not marked 'Mandatory' are relevant to the Tender, complete and submit the schedules with the Tender form, mandatory schedules and other required documents. Tender schedules not marked 'Mandatory' and not submitted with the Tender will be considered as nil returns and therefore not relevant to the Tender.

- Schedule 1 of the Tender Form
- Schedule 3 – Pricing (which is Schedule 4 of the Agreement – Pricing (GST Exclusive))

These documents can be submitted in a form that the Tenderer prefers but must supply all of the information requested.

8.3 Withdrawal of Tender

- (1) A Tender may not be withdrawn by a Tenderer after it has been submitted to the Principal.
- (2) Tenders remain capable of acceptance by the Principal for a period of 90 days after the Closing Date.
- (3) If a Tender is accepted by the Principal and the Tenderer elects not to proceed to execute the Agreement or provide the Services, the Tenderer is responsible for all reasonable costs and expenses incurred by the Principal which directly result from the decision by the Tenderer not to proceed.

8.4 Conflict of Interest

Any Tenderer with a conflict of interest or potential conflict of interest must disclose this along with all relevant details at the time of lodging the Tender.

8.5 Confidentiality

- (1) All submissions of Tenders and Tender Documentation will be treated as commercial-in-confidence.
- (2) As required by law, certain information relating to a Tender may be disclosed.

8.6 Binding obligations

The issue of this RFT does not:

- (1) require the Principal to accept any Tender; or
- (2) constitute an intent by the Principal to enter into binding legal relations with any Tenderer.

8.7 Discrepancies, Errors and Omissions

A Tenderer who finds any discrepancy, error or omission in the Tender documents shall notify the Contact Person before the Tender Closing Date and time. Claims relating to any of these matters after the contract has been awarded will not be accepted.

Identified discrepancies will be notified to every Tenderer.

9. PRE-TENDER ENQUIRIES

Any discrepancies, omissions and queries concerning the Tender Documentation or quotation documents must be submitted to the Principal before the Tender Closing Date.

10. COMPLETION OF TENDER

Each Tenderer must complete the Tender Form provided, together with accompanying schedules. Each Tenderer must supply all relevant information in the Tender Documentation.

11. ADDENDA TO TENDER DOCUMENT

A Tenderer may ask for clarification of anything in the Tender Documentation. Any instruction resulting from such request will be issued in writing to all Tenderers in the form of an Addendum, which shall then become part of the tender documents. Similarly, should the Principal require documents to be amended an Addendum will be issued.

Refer to each Addendum and state that the tender allows for the instructions given in the Addendum.

12. SUBMISSION OF NON-CONFORMING TENDERS

12.1 Non-complying Tenders

If a Tenderer wishes to submit a Non-complying Tender it must complete all of the following:

- (1) submit a complying Tender;
- (2) submit an unmarked copy of the Non-complying Tender; and
- (3) submit a copy of the Non-complying Tender in a marked-up form which identifies all changes to the Tender Documentation.

12.2 Obligation of Principal to consider a Non-complying Tender

- (1) The Principal is not obliged to consider a Non-complying Tender.
- (2) Subject to Clause 12.2 (1), the Principal may, at its absolute discretion, consider a Non-complying Tender (but not a late Tender).

13. ACCEPTANCE OF TENDER

13.1 Evaluation of Tenders

The Principal will assess each Tender based on such grounds as, at its absolute discretion, thinks fair and reasonable.

A Tender shall not be deemed to be accepted unless notice:

- In writing of such acceptance is handed to the Tenderer; or
- Is sent by prepaid post to, or is left at the address stated in the Tender form; or
- Is transmitted by facsimile to the Tenderers facsimile number.

No contract or other legal relationship would arise other than by exchange of the Agreement.

The Tender is to conform to the Tender Documents, but the Principal reserves the right to waive any informality in Tender submitted.

The acceptance of a Tender will be on the understanding that the Tenderer if so, required by the Principal after close of Tenders will supply satisfactory evidence of experience, qualifications, financial condition and ability to carry out the Contract.

Tenderers not providing this or other information as required in the Specification may be disregarded. The Tenderer shall include references as part of his Tender. References shall detail services by the tenderer that are of a similar size and nature.

13.2 Options available to the Principal

On or prior to the Acceptance Date the Principal may:

- (1) accept a Tender;
- (2) reject all Tenders; or
- (3) reject all Tenders and enter into negotiations directly with a Tenderer;
- (4) reserve the right to proceed or not to proceed with the Services.

13.3 Announcement of outcome of the RFT process

- (1) On or before the Acceptance Date the Principal will notify each Tenderer of the identity of the Tenderer to whom the Agreement has been awarded. The tender price will not be disclosed.
- (2) Notification of the successful Tenderer must be in writing sent to the address of a Tenderer as specified in their Tender.
- (3) The Principal is not required to provide reasons for its determination of the successful Tenderer.

13.4 Effect of notification

Upon notification of the successful Tenderer the successful Tenderer is bound to:

- (1) enter into the Agreement with the Principal; and
- (2) Perform the Services in accordance with the terms of the Agreement.

13.5 Rights of unsuccessful Tenders

Unsuccessful Tenderers are not entitled to:

- (1) request reasons for the determination of the successful Tenderer;
- (2) Otherwise seek to challenge or question the validity of the determination made by the Principal.
- (3) Seek any costs or compensation from the Principal in respect of the Tender.

13.6 Execution of the Agreement

- (1) Within 14 days of the Acceptance Date the successful Tenderer must execute duplicate copies of the Agreement and forward them to the Principal for execution.

- (2) Until the Agreement is executed and exchanged by the Principal and the successful Tenderer the:
 - (a) Tender Documentation; and
 - (b) Principals notification of the successful Tenderer;

Constitute the agreement between the Principal and the Tenderer for the provision of the Services under the Agreement.

- (3) If the Agreement has not been duly signed and returned to the Principal within the time specified in this Clause 13.6, then the Principal (and only the Principal) may terminate any or all arrangements, Services and/or Agreements that may exist or have arisen, by notice in writing served at any time by the Principal.
- (4) Any termination by the Principal is without prejudice to the Principal's rights to claim damages or other remediation from the Tenderer for its failure to execute the Agreement as specified in this clause.

13.7 Commencement of the Services

Notwithstanding the execution and exchange of the Agreement, the successful Tenderer becomes bound to perform the Services as and from the Acceptance Date.

14. NON-ACCEPTANCE OF TENDERS

14.1 Late Tenders

The Principal is not required to consider any Tender not lodged before the Closing Date unless there is evidence satisfactory to the Principal that such Tender:

- (1) was lodged before closing time; or
- (2) was posted to reach the Principal under normal circumstances before the specified closing time but was still in course of postal delivery at the time.

14.2 Discretion to consider late Tenders

Notwithstanding the terms of clause 14.1 the Principal may, at its absolute discretion, consider any Tender that is submitted after the Closing Date.

14.3 Lowest Tender

- (1) The Tender with the lowest price or any Tender will not necessarily be accepted by the Principal.
- (2) The Principal is not required or obliged to accept any Tender.

15. VALIDITY OF TENDER PRICE

The Tender price shall remain firm for 90 days from the date of submission. The successful Tenderer shall keep the prices valid for the duration of the Agreement.

15.1 Completion of Schedule

In addition to the Tender Form, the Tenderer shall complete and lodge as part of its Tender the Schedule form attached to this RFT.

15.2 Failure to complete the Schedule

If a Tenderer submits a Tender with the Schedule incomplete (in whole or in part) then the Tender submitted may be deemed to be a non-confirming Tender.

16. COLLUSIVE ARRANGEMENTS

In consideration of being permitted to Tender, the Tenderer promises as a fundamental condition that:

- It has no knowledge of the tender price of any other Tenderer for the services under the Contract; except as disclosed in the tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other Tenderer in relation to this tender or any contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- It has not entered into any contract, arrangement or understanding to receive any money directly or indirectly from or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to this tender or any contract to be entered into consequent thereon, nor will it receive any money as aforesaid.
- In the event of the Tenderer receiving any money or allowance from or on behalf of another Tenderer in relation to this tender, the Tenderer shall immediately give the Principal written notice of such an event and such money or the value of any allowance shall be held on trust for and become immediately payable to the Principal; and
- In the event of the Tenderer paying or allowing to or on behalf of a trade or industry association or another Tenderer any money in breach of these conditions, the Tenderer shall immediately give the Principal written notice of such an event. The Principal shall be entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.

17. CODE OF PRACTICE

All Tenderers must comply with the NSW Government Code of Practice for the Security Industry ("**Code**"). Lodgement of a tender will be evidence of the Tenderers agreement to comply with the Code for the duration of any contract that may be awarded. If any Tenderer fails to comply with the Code, the failure may be taken into account by the Principal when considering this or any subsequent tender by the Tenderer and may result in the tender being passed over.

18. WAGES

The Contractor shall pay every person engaged in the carrying out of the Contract not less than the wages as provided by a relevant award, agreement, determination, judgement or order of any Court, Commission or other relevant Industrial Tribunal governing individual employment.

19. INSPECTION OF DOCUMENTS AND SITE

The Tenderers shall visit the Site's and shall inspect all documents and ascertain for themselves the works and Services required to complete the whole of the works before tendering and will satisfy themselves as to the true nature and extent of the work to be carried out. They are to check access to the Site, and are to ascertain for themselves, all local information required in preparation of their tenders. It is recommended that Tenderers visit the site during various working hours to satisfy themselves of access and restrictions prior to submitting their Tender.

20. NON CONFORMING TENDERS AND WITHDRAWAL OF TENDER

Non-conforming Tenders may be considered provided a conforming Tender is also submitted. Subject to Clause 8.3, Tenders may be withdrawn by written notice received prior to the time set for acceptance of Tenders.

21. ARBITRATION CLAUSE

All disputes arising between the parties pursuant to any provision of these Tender Conditions or in any way arising out of these Tender Conditions shall, unless the same can be resolved in fourteen (14) days (or such longer period as the parties may agree) of the same arising, be referred to Arbitration by the Commercial Disputes Centre. Determination shall be final and binding upon the parties. All costs incurred in connection with any such determination shall be borne equally by the parties unless otherwise awarded by the arbitration.

22. WORK HEALTH, SAFETY AND REHABILITATION

The Contractor shall comply with Sydney Markets Limited WH&S Management Plan & IM System – ie: WH&S policies, risk management procedures etc (as amended and substituted from time to time). The Tenderer can access a copy WHS Management Plan through the Sydney Markets web site clicking on the WHS Portal page. The site inductions and other information is also available on this page.

The contractor is also expected to present a safety plan that addresses potential health and safety risks, taking into consideration recent events and any relevant circumstances affecting public health.

23. CONTRACTORS

All contractors are to be approved by the Principal prior to them starting Services on site and must have the following:

- Workers Compensation Insurance
- Public Liability insurance (\$20 Million)
- Professional Indemnity insurance
- Property Insurance
- Appropriate Security licences
- Australian Company Number (ACN/ABN)

Evidence of the above documents, policies and licences must be provided to the Principal upon request.

Special Note

Sydney Markets Limited (SML) is presently undergoing substantial changes that could impact the operational hours of the security hours. The commitment to specific hours throughout the contract period cannot be guaranteed at this time due to ongoing developments. As part of these changes, automated entry points are now being installed at the toll entrances at the Flemington Market Site and include some car parks and our General Trading Area (GTA) entries.

SML is committed to collaborating with the successful tenderer to finalise and confirm the required hours and rosters. The automation system or part there off, is anticipated to be operational at the commencement of the contract.

In light of these advancements, SML provides assurance to all tenderers that the previously mandated toll requirements for the Flemington site have been removed from the tender/contract. The implementation of the automation entry system deems all toll entry points, except Gate 3, obsolete unless unforeseen circumstances arise.

Sustainability: SML is committed to an environment strategy that balances capacity and sustainability. Your tender response should include how your organisation will support our environment strategy, examples can include but not limited too electric vehicles.

This approach aligns with SML's long-term sustainability goals while providing room for adaptation based on the evolving landscape and technology.

Review and Amendments: SML reserves the right to review and potentially amend this clause in consultation with the awarded Security Provider to accommodate changes in technology, regulations, or other relevant factors.

The following instructions must be read and complied with by Tenders.

1. Site Inspection:

All Tenderers may physically inspect the Flemington and Haymarket sites at a time that suits both the Principal and the Tenderer. *(See Critical Dates)*

2. Hours of Service:

The hours of duty selected in the Provision of Services (Schedule 2), Tenderers are required to Tender for the hours as detailed only. Variations are not permitted unless advised in writing by the Principal.

3. Supervisor Qualifications:

Persons appointed by the Contractor to supervise security arrangements on a shift must possess a high level of communication and public relation skills to interact with Market stand holders and other stakeholders.

4. Language Proficiency:

All staff employed by the Contractor must be proficient in reading, speaking and writing in the English language.

5. Licensing Requirements:

All staff employed by the Contractor on site are to be licensed as security guards under the Security Industry Act.

6. Equipment and Material Approval:

The equipment and materials supplied with the Tender is not to be varied without written approval of the Principal.

7. Casual Guard Hire:

There may be times that the Principal may need to engage additional casual security guards for short periods to meet certain demands. Tenderers must provide details of their casual guard hourly rates in the tender as Ad-Hoc Hours.

8. Co-operation/Co-ordination/Supervision:

The contractor is obligated to engage in regular monthly meetings with a designated officer or officers of the principal to discuss and review on-site security arrangements.

For each work shift, the contractor is to designate a supervisor and furnish the principal with the supervisor's name.

The contractor is responsible for implementing management supervision over its employees to ensure the proper execution of standard operating procedures. The cost associated with this supervision should be incorporated into the tender price. The specifics of the management supervision plan must be clearly outlined in the Tender Form. Monthly reports, as stipulated by the principal, are to be diligently prepared and submitted by the 6th day of the subsequent month.

9. Damage to Property:

If the Principal provides or allows the Contractor to use the Principal's equipment in connection with the Services, the Contractor is responsible for the equipment (including any loss or damage to it) for as long as that equipment is in the possession or control of the Contractor and must promptly return the equipment at the earlier of:

- a. Completion of the Services for which the equipment was being used;
- b. The Principal requesting the return of the equipment; or
- c. Termination of the Agreement.

10. Equipment:

Two-Way Radios (Provided by Principal)

The Principal will provide the Contractor with two way radios which are to be carried by all Officers on duty. The Contractor will be responsible for the care and security of such equipment on site and will reimburse the Principal for the damage or loss of the equipment.

Should the Contractor wish to supply their own Two Way Radios they must state this in the Tender and will then be at the cost of the Contractor (conditions must be set out prior to the commencement of the contract). If the contractor supplies their own system it must be able to be connected to Principle's radio frequency during the time of the contract and must be disconnected if the two parties no longer are in a binding contract for the services.

Time Recording Device

The Contractor shall supply and install an electronic time recording device, bar Code, Data Wand or similar and this is to be used to record all visits at an agreed number of stations at both sites. Data on the recording of visits is to be provided to the Principal at a period discussed with the principle.

The costs involved in the provision, installation, operation and furnishing of are to be included in the tendered price.

Motor Vehicle (Flemington only)

The Contractor is obligated to furnish vehicle(s) for the Security Teams exclusively for their duties at the Flemington site. All expenses related to the provision and operation, encompassing registration, insurance, maintenance, and other operational costs, are to be borne by the Contractor.

NOTE: type of vehicle to meet SML standards (Electric Vehicles)

11. Motor Vehicle (Principal's Property):

Should the Principal supply motor vehicles for the Contractor's use, it is imperative that the Contractor ensures all designated drivers possess and maintain the requisite driver's

licenses/certificates. The operation of these vehicles should strictly adhere to the instructions provided by the Principal.

In the event of any damage incurred to the Principal's equipment while under the possession or utilisation by the Contractor's staff, the Contractor is held responsible for covering the costs associated with the repair or replacement of said equipment.

12. Parking (Contractors Employees):

Employees of the Contractor are to park their vehicles in the designated parking area set aside by the principal.

13. Period of Contract:

The period of the contract will be for 3 years commencing on the 1st July 2024 and ending on the 30th June 2027.

14. Safety:

The Contractor is tasked with the responsibility of identifying and effectively isolating potential hazards to mitigate the risk of injury to individuals or damage to property. To ensure a proactive approach to safety, the Contractor is obligated to make their staff available for training in evacuation and fire control procedures.

Furthermore, seamless communication and collaboration are expected from the Contractor, as they are required to liaise with both Principal personnel and emergency services in the event of emergencies. This collaborative effort aims to efficiently address and manage any unforeseen situations that may arise during the course of the contracted services.

15. Sub-Contracting:

Under no circumstances shall the Contractor assign, sublet, or delegate any part of this contract without obtaining explicit written consent from the Principal. Throughout the duration of the contract, the Contractor is strictly prohibited from assigning, changing, or encumbering the services in any manner without prior authorisation. Failure to adhere to this directive will result in immediate and severe consequences.

16. Uniforms:

It is imperative that the Contractor guarantees the impeccable appearance of each member of their personnel by ensuring they are uniformly and neatly attired throughout their shifts. The uniforms, designed to the satisfaction of the Principal, must be clean and presentable at all times. The

responsibility for providing these uniforms lies with the Contractor, and the associated costs, including the supply and maintenance of uniforms, are to be covered by the Contractor. These costs should be factored into the overall Tender price.

17. Forklift Certificate: Flemington & Haymarket

It is mandatory that certain personnel assigned to both the Day and Night Teams possess a valid and current forklift certificate approved by SafeWork. This prerequisite is essential due to their anticipated duties, which may involve operating a forklift. Additionally, it is imperative that these designated guards also hold a current motor vehicle license sanctioned by the Roads and Maritime Services (RMS), specifically for the operation of a forklift on site. This dual qualification ensures a comprehensive skill set aligned with the responsibilities they may undertake.

18. Other Duties: Cashier (Haymarket)

Cashier Duties at Haymarket

The Contractor is required to provide a Security Guard specifically trained for cashier duties during the retail period at Haymarket. The selected Security Guard must possess prior experience working as a cashier in an office setting and be proficient in handling cash transactions. To ensure seamless integration, the Contractor's employees designated for this role will receive comprehensive training. This training will encompass proficiency in using the Principal's computer software, equipping them with the necessary skills to efficiently fulfill cashier responsibilities in the designated retail space.

Note: Schedule 1,2 & 3 are provided as a “word” document in the tender pack. Tenderers are not required to use these formats and can adopt their own for the purpose of the RFT.

SCHEDULE 1 – TENDERER DETAILS

Name of Tenderer	
ACN/ABN	
Telephone Number/s	
Email	
Address for Correspondence	<hr/> <hr/>
Office Location/s	<hr/> <hr/>
Key persons (including Employees)	
Contact Telephone Number of Key Person/s	

Relationship of Key Persons to Tenderer	
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Terms of Tender

Preferred Term (i.e Agreement Period) of Tender	
Fee structure for services detailed in Agreement	
Is the Tender a complying or Non-complying Tender?	
List details of any amendments to the Tender Documentation(if any)	
List any proposed variations to the terms and conditions of the Tender Documentation that have not been made but which are required by the Tenderer	

Business Experience

Length of Tenderer's Business Experience	
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Nature and description of expertise	
Tenderer Service references	1. 2. 3.
Experience of Key Persons	
Key Persons References	1. 2. 3.

Lodgement of Tender

The Tenderer warrants to the Principal that:

- (1) It has examined the Tender Documentation;
- (2) It has made its own enquiries regarding the nature and scope of the Services to be provided under the Agreement;
- (3) It will keep this Tender open for a period of 90 days after the Closing Date;
- (4) This is a complying/Non-complying Tender; and
- (5) Upon acceptance this Tender (in particular the Tender Documentation) will become Agreement documents.

Schedule 2 - Statement of Services

1. **Flemington Markets:**

After Hours Security (including Flower Market)– 541 hours & 30 minutes per week

Site Supervisor – 40 hours per week

Gate 3 – 59 Hours

Day Team Security – 160 hours per week

Sub Total - 800 hours per week

2. **Paddy's Haymarket:**

Market Operations – 234 hours per week

After Hours Security – 206.75 hours per week

Sub Total –440.75 hours per week

3. **Combined Markets**

Total – 1,240.75 hours per week

4. **Training:**

Two training shifts for all personnel assigned to site and/or when new services are introduced personnel so assigned will also receive such training. This provision will apply for the term of the contract. All additional training other than that prescribed herein will be paid for by the Principal as "ad hoc" services.

Note:

1. Officers are to report for duty **fifteen minutes** before start of shift for briefing and personal administration
2. Officers are not to dismount duty until the end of the scheduled shift and then only if properly relieved.

Schedule 3 – Pricing (GST Exclusive)

The annualised contract price for the permanent service at commencement will be

Year 1 - \$

Year 2 - \$

Year 3 - \$

Rise and Fall

Any variations in wages and related statutory costs will be applied to the contract price provided that:

- Evidence to the satisfaction of the Principal is provided to justify increases

Ad Hoc Rates (if different to normal rates)

\$..... per hour (flat) for all hours worked (basic guarding duties) outside of contracted hours, this will increase by % each year at the contract anniversary.

Pricing Breakdown by site per month (GST exclusive)

Flemington	After Hours Security	=	\$
	Other	=	\$
	(Flower Mkts, & Day Team)		_____
	Sub Total	=	\$

Haymarket	Retail Team	=	\$
	After Hours Security	=	\$

	Sub Total	=	\$

	Combined Services Total	=	\$
