



MELBOURNE
WERRIBEE
HEALESVILLE
KYABRAM

Request For Tender

Property Name:	Kyabram Fauna Park
RFT Title:	KFP Wildlife Hospital
Reference Number:	26KFPWH_RFT
Date of Issue:	17/08/2026

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Introduction

The Opportunity

Zoos Victoria is a zoo-based conservation organisation located in Victoria, Australia. We are responsible for the operations of Melbourne Zoo, Healesville Sanctuary, Werribee Open Range Zoo and Kyabram Fauna Park. We are established and mandated under the Zoological Parks and Gardens Act 1995.

Working for Wildlife

Lead and support the recovery of targeted species

Respond to wildlife in need and advance standards of care and welfare

Ensure that animals in our care have a conservation purpose and are thriving

Living with Wildlife

Create memorable moments that connect people to conservation and help them take action for wildlife

Advocate for the conservation and welfare of wildlife and share our expertise to support others

Explore new conservation pathways that improve people's relationships with wildlife in their daily lives

Creating Special Places

Continuously improve and care for our amazing spaces

Create an environment where everyone is welcome and included

Delight and inspire our customers through exceptional experiences

Thriving Ethical Business

Sustainably grow our revenue streams to support the operations of our zoos and meet our conservation goals

Use an evidence-based approach to decision making, innovation and continuous improvement

Minimise our environmental footprint and model best practice

Valuing Our People

Ensure that our people go home safe and well today and every day

Provide resources, and improve capability and facilities to support our people to achieve our purpose

Provide positive and engaging workplaces with opportunities to thrive

Create a diverse workforce where everyone feels welcomed, included and valued

Our climate is changing

Climate change is threatening the ongoing existence of the diverse wildlife that shares our planet. As a zoo-based conservation organisation, we are committed to fighting wildlife extinction. Therefore it is our duty and purpose to urgently tackle the devastating threats from climate change, through our own actions, those of our community and in our vast and varied work for wildlife.

Wildlife

We are dedicated to fighting extinction of endangered species

We have delivered specialised breeding facilities and scientific expertise, and partnered with other experts, to give our most critically endangered species a fighting chance.



Habitat

We partner with organisations to protect critical habitats and revegetation and restoration activities in key locations across Victoria.

Through our Carbon Neutrality program, we have invested carbon offsets that protect biodiversity hotspots around the world.



Emissions and Energy

In 2011, we became the world's first independently certified Carbon Neutral zoo. We're powered by 100% renewable energy, including on-site solar PV and off-site wind. We also recycle water, divert waste from landfill and provide a wide-range of meat-free menu items to further reduce our emissions.



People Power

We are influencing people to demand change, inspiring wildlife-friendly actions amongst our millions of visitors, members and supporters.

For example, our Don't Palm Us Off campaign inspires people to demand mandatory labeling of palm oil on products, and our Bubbles Not Balloons campaign enables people to make wildlife friendly choices, by blowing bubbles not harmful balloons. Together, our voices are much louder.



Extreme Weather Events

We partner with experts to expand our rescue and response teams, enhancing preparedness for future natural disasters, and wildlife emergency response capability to help wildlife affected by future extreme weather events, such as the 2020 bushfires.



SUSTAINABLE DEVELOPMENT GOALS

Zoos Victoria supports the 2030 Agenda for Sustainable Development, adopted by all United Nations Member States in 2015, and recognises that ending poverty and other deprivations go hand-in-hand with strategies that improve health and education, reduce inequality, and spur economic growth – all while tackling climate change and working to preserve our oceans and forests.



Zoos Victoria is seeking responses to this Invitation for the provision of:

Delivery of a new Wildlife Hospital facility to support veterinary treatment, rehabilitation, quarantine and release of native wildlife at Kyabram Fauna Park.

The successful tenderer will be responsible for undertaking construction works based on the Principal's design documentation, including coordination, completion and handover of a fully operational facility suitable for accreditation and day-to-day operational use.

The design documentation has been developed on the basis of an anticipated project delivery cost in the order of approximately \$2 million. Tenderers should note that value for money will form part of the evaluation process, and offers that materially exceed this budget expectation may be considered less competitive and may not be prioritised for further consideration.

At a high level, the scope of works includes, but is not limited to:

Site Establishment and Enabling Works

- Building permit
- Establishment of the construction site, temporary services, safety systems and environmental controls
- Site clearing, earthworks, and preparation in accordance with approved drawings and reports
- Coordination with Kyabram Fauna Park operations to minimise disruption to animals, staff, neighbours and visitors

Building and Civil Works

- Construction of all building elements including substructure, superstructure, envelope and internal fit-out
- Delivery of clinical, treatment and support spaces including (but not limited to):
 - Admissions and triage areas
 - Veterinary surgery and treatment rooms
 - Wildlife rehabilitation and holding spaces
 - Staff amenities, storage and operational support areas
- External works including access paths, service yards, drainage and landscaping immediately associated with the facility

Building Services and Specialist Systems

- Installation and commissioning of mechanical, electrical, hydraulic, lighting and fire protection systems

Compliance, Quality and Certification

- Compliance with all applicable statutory, regulatory and code requirements, including workplace health and safety and environmental obligations
- Coordination with authorities having jurisdiction to achieve approvals, inspections and certifications
- Delivery of construction documentation, warranties, testing records and as-built information

Testing, Commissioning and Handover

- Commissioning of all building systems and services
- Defects rectification and practical completion
- Structured handover including training, operations manuals and defect-liability support

Structure of RFT

- **Part A** - The Request for Tender RFT)
 - A.1 - About this RFT provides establishment details about the procurement opportunity;
 - A.2 – The Specifications provide the technical requirements for the Works in respect of which the Organisation invites Offers;
 - A.3 - Pre Induction Requirements
- **Part B** - The conditions of participation set out the conditions applying to the RFT and the RFT process;
- **Part C** - The proposed contract sets out the terms and conditions that will apply to the works as set out in Parts A.2 – Specifications and Part A.3 - Pre Induction Requirements; and
- **Part D** - The offer specifies the information to be provided in an Offer and may specify any information to be provided by a Supplier by other means. This part may be in a template format for completion.

Conditions

- a) All tenderers wishing to participate in this Tender Process must comply with the conditions contained within this RFT, including the conditions in:
 - (i) Part A – The RFT; and
 - (ii) Part B – Conditions of Participation.
- b) By submitting an Offer, the tenderer agrees to be bound by the conditions contained within this RFT.
- c) The conditions contained in this RFT apply to:
 - (i) the Request for Tender and any other information given, received or made available in connection with the RFT, including any Additional Materials, revisions and addenda;
 - (ii) the Tender Process; and
 - (iii) any communications (including any briefings, presentations, meetings or negotiations) relating to the Tender or the Tender Process.
- d) In addition to any other remedies available to it under Law or contract, any failure to comply with the requirements set out in this Part A or Part B will, in the absolute discretion of Zoos Victoria, entitle Zoos Victoria to disqualify an Invitee from the Tender Process.
- e) Ownership - The Information Documents, and the Intellectual Property Rights in them, are and remain the property of the Principal.

Part A – The RFT

A.1 – About this RFT

1. Establishment Details

RFT Title	KFP Wildlife Hospital
RFT Reference Number	26KFPWHC_RFT
Procurement method	Open Tender

2. Organisation details

Organisation name	Zoos Victoria
Property	Kyabram Fauna Park
Address of property	75 Lake Road, Kyabram, Victoria, 3620

3. Organisation Contact

Name	Ryan McDonough
Position title	Project Manager
Business unit	Wildlife, Conservation and Science
Contact details	All communications must be directed through Tenderlink

4. Closing Time and Lodgement Details

Closing time	5pm 15/09/2026 Australian Eastern Standard time
Lodgement details	
Tender box location	Tender must be submitted electronically to the Tenderlink portal
Address	https://www.tenderlink.com/zoosvictoria/
Other requirements	Tender responses must be completed on the template (RFT Part D The Offer – Construction) available on TenderLink. Please provide file names in the text boxes to any supporting documents that will be submitted as attachments. Tender price <u>must be</u> submitted on the quotation spreadsheet provided on TenderLink.

5. Briefing Session

Briefing session time and date	Time: 11am Date: 25/08/2026
Location of briefing session	Kyabram Fauna Park – Reception 75 Lake Road, Kyabram, Victoria, 3620
Attendance at the briefing session is	Mandatory As noted in clause 2.3 of Part B.2 - Victorian Government Requirements, if an Invitee fails to attend a mandatory briefing session, the Organisation may disqualify the Invitee from further participating in the Invitation Process.

6. Indicative timetable

This timetable is an indication of the timing of the RFT process and may be changed by the Organisation in accordance with Part B – Conditions of Participation.

RFT issued	17/08/2026
RFT briefing (if applicable)	25/08/2026
End of period for questions or requests for information (see clause 2.2 of Part B.2)	8/09/2026
Closing Time for Offers (see clause 3.3 of Part B.2)	5pm - 15/09/2026 Australian Eastern Standard time
Intended completion date of short listing process	22/09/2026
Intended completion date for evaluation of Offers	23/09/2026
Negotiations with Supplier(s) (if applicable)	23/09/2026
Intended date for formal notification of successful Supplier(s)	7/10/2026
Intended date for execution of Proposed contract(s)	9/10/2026
Intended contract commencement date	9/10/2026

7. Additional Materials

The following information may assist with the development of an Offer in response to this RFT

No:	Item	Description	Location
1.1	1.1_250906_ZOO VIC_GENERAL_260817		
1.2	1.2_250906_ZOO VIC_JOINERY_260817		
1.3	1.3_250906_ZOO VIC_RLS_260817		
1.4	1.4_250906_ZOO VIC_TRANSMITTAL_260817		
2.1	2.1_2024S0498 SW TENDER	Civil tender document	
2.2	2.2_Geotechnical Report		
2.3	2.3_Site Survey - KFP		
2.4	2.4_8993-NJM Design Transmittal		
2.5	2.5_Electrical Combined		
2.6	2.6_Hydraulic Combined		
2.7	2.7_Mechanical Combined		
2.8	2.8_2024S0498 - Wildlife hospital - Structural drawing set 2026.07.16		
3.1	Sustainability Management Plan - 8993 SMP 03.pdf	Sustainability Management Plan	Tenderlink portal
3.2	Section J Report - 8993 J1V3 02.pdf	Section J Report	Tenderlink portal
3.3	Floodplain Management Advice - KFP.pdf	Floodplain Management Advice for Proposed Development of a Wildlife Hospital at Kyabram Fauna Park	Tenderlink portal
3.4	Vertic_Content.pdf	ICV Victoria Local Jobs Tender Information Pack	Tenderlink portal

Incumbent Suppliers – Kyabram Fauna Park

Zoos Victoria maintains existing project-based and ongoing maintenance contracts with a number of incumbent suppliers at Kyabram Fauna Park.

- **Use of incumbent suppliers is not mandatory.**
- Tenderers may propose alternative subcontractors, provided all works comply with the requirements of this RFT and the Proposed Contract.
- Where interfaces with existing services or maintenance activities are required, the successful contractor will be expected to coordinate appropriately to minimise disruption to park operations.

Business/supplier/sub-contractor	
Name:	Brady electrical
Contact details:	Billy Brady : info@bradyelectricalcontracting.com Ph: 0412 540 535
Services provided:	Electrical
Existing relationship with KFP	Previous project experience at Kyabram Fauna Park and ongoing electrical maintenance contract
Business/supplier/sub-contractor	
Name:	Ky Mini Diggers
Contact details:	Anthony Fiscaro: info@kyminidiggers.com.au Ph: 0448 041 381
Services provided:	Earth Moving
Existing relationship with KFP	Completed path project, and various earth moving works for KFP including foundation works for sheds and enclosures.
Business/supplier/sub-contractor	
Name:	Jag Plumbing
Contact details:	Jarrod Dale: jagplumbing@bigpond.com.au Ph: 0418 570 925
Services provided:	Plumbing

Existing relationship with KFP	Installed most of KFP's water infrastructure including town water, building connections and irrigation systems.
Business/supplier/sub-contractor	
Name:	LANEC Services
Contact details:	Craig Wallace: craig.wallace@lanec.com.au Ph: 0407 565 805
Services provided:	Data, communications, security and CCTV
Existing relationship with KFP	All ZV data projects organised by ICT and our preferred data and communication supplier.

8. Evaluation Criteria

Offers will be evaluated in accordance with Part B – Conditions of Participation.

In evaluating Offers, the Organisation will have regard to the:

- specific evaluation criteria identified in the list below including mandatory requirements, if applicable;
- overall value for money proposition presented in the Offer; and
- particular weighting assigned to the criteria in the table below.

The following mandatory compliance criteria are not weighted and scored. Suppliers will either meet the standard or will not meet the standard. A Supplier that does not meet the standard will not be considered further.

Comparative Criteria		
Price	Total Acquisition Cost	30%
Qualitative Criteria		
Criteria	Sub Criteria	Weighting (%)
Local Jobs First - Local Jobs Outcome	Mandatory	10%
Local Jobs First – Industry Development	Mandatory	10%
Project Delivery	Capability and experience	15%
	Proposed staffing levels / Suitability and relevant experience of the project team	
	Proposed plant and equipment levels	
	Methodology/plan for performing contract	
	Extent of subcontracting	
	Extent of risk	
	Degree of innovation in proposal	
	Flexibility and responsiveness	
Compliance	Legal/contract, tender documentation	
Quality	Quality management and policy (i.e.: administration, financial management, schedules, documentation, reports, consultation)	10%
	Means of controlling quality of sub-contractors	
Animal Welfare	Addresses key concerns and considerations	5%
Risk Management	Risk Management policy/procedures	5%
Sustainability*	Environmentally Sustainable outputs	10%
	Environmentally Sustainable business practices	
	Implementation of Climate Change Policy Objectives	
Social Procurement*	Modern Slavery Act Statement & Compliance	10%
	Opportunities for Victorian First Peoples people or First Peoples businesses	
	Supporting Safe and Fair workplaces	
	Opportunities for Victorians with disabilities	
	Gender Equity Statement & Compliance	
Customer Service	Processes (e.g. enquiries, complaints)	5%
Mandatory Criteria		
Fair Jobs Code	Pre-assessment Certificate (or Application Reference Number if Certificate has not yet been issued)	Mandatory
Financial Capacity	Financial stability (based on last 3 years), Corporate Scorecard checks may be undertaken for shortlisted tenderers	Mandatory
Occupational Health Safety		Mandatory
ABN Registration		Mandatory
Industrial Relations Requirements		Mandatory
Insurances		Mandatory

A.2 – Specifications

Zoos Victoria, together with its appointed architectural, structural, and services engineering consultants, have developed the design for the new Wildlife Hospital at Kyabram Fauna Park. Construction drawings, technical specifications, schedules, and associated reports have been issued as attachments to this tender package.

The following provides a summary of the works to be delivered under this contract. The full scope, requirements, and technical documentation are provided in the attached **KFP Wildlife Hospital Construction Drawings & Technical Specification Package**.

1. Overview of Works Undertaken by the Contractor

The contractor will undertake **complete construction** of the Wildlife Hospital, inclusive of all site works, building works, and services installations as detailed in the issued drawings. The works include, but are not limited to:

Building Program

- Construction of a new **400sqm Wildlife Hospital**, including:
 - **Reception and front-of-house area**, including kitchenette and waiting zone for wildlife carers.
 - **Two (2) clinical assessment rooms** with adjoining **preparation and laboratory space**.
 - **Necropsy room**.
 - **Clinical team office, pharmacy, and staff amenities** (toilets, change rooms, lunchroom).
 - **Quiet Recovery Ward** rooms for short-stay animals.
 - **Foundation and services allowances for a portable ‘reefer’ browse fridge** (to be supplied separately by ZV).
- Auxiliary Assets (Budget-Dependent Delivery):
 The following auxiliary assets are to be separately itemised within the tender submission. Inclusion of these items in the final scope of works will be subject to Principal approval and available funding.
 - **Rehabilitation outdoor holding areas**, designed for multi-species use with consideration for ventilation, shade, misters, drainage, and species-safe containment.

Site Utilities & Services

Provision, installation, testing, commissioning and certification of:

- Electrical services.
- Communications and data services.
- Water supply, potable and non-potable as applicable.
- Sewer connections.
- Stormwater drainage systems.
- Mechanical services including HVAC, exhaust, ventilation compliant with clinical requirements.
- Fire safety systems as required for building classification and occupancy permit.

Regulatory Requirements

- Contractor must obtain the Building Permit.
(Planning permit is being handled by Zoos Victoria.)
- All works must comply with:
 - Australian Building Code (NCC)
 - Relevant Australian Standards
 - Zoos Victoria standards and environmental policies
 - Local Jobs First requirements
 - Water authority's floodplain management advice including minimum finished floor height

Technical Documentation Provided (Attachments)

The tender package includes all construction-ready documentation, including:

- **Architectural Drawings**
- **Structural Engineering Drawings**
- **Services Engineering Drawings** (Mechanical, Electrical, Hydraulic, Communications)
- **Civil and Drainage Plans**, including service connection details
- **Geotechnical Reports**
- **Specifications and Finishes Schedule**
- **Environmental and sustainability requirements (ESD notes)**

All drawings and specifications form part of the contract and must be strictly adhered to.

Additional Notes & Contractor Responsibilities

The contractor must:

- Maintain the site in a safe, fenced, and secure condition at all times.
- Follow EPA and council noise restrictions.
- Ensure all excavations are protected, covered, or barricaded each day.
- Remove soil, waste, concrete, packaging, spoil, and construction debris off-site and provide waste receipts/reports for all despoil and recycling.
- Provide Compliance Certificates for all services.
- Provide all warranties and full As Built documentation at completion.
- Provide materials and fixtures that are new, compliant, and covered by manufacturer warranty.
- Coordinate any crange or large deliveries with Zoos Victoria in advance.
- Communicate any impacts to internal service roads or visitor/vehicle circulation ahead of time.
- Construct the facility exactly in accordance with the issued engineering drawings.
- Record and report waste, ensure it is segregated to the same standard as Kyabram Fauna Park. Report volumes and provide receipts to the project manager.

Works Performed by Others

The following works will be completed by Zoos Victoria or other parties outside the contractor's scope:

- Planning Permit (obtained by Zoos Victoria)
- Items listed as 'Group 3' on construction drawings

Key Construction Requirements & Standards

- All construction must follow best practice for:
 - Biosecurity considerations in wildlife settings
 - Environmental protection and waste management
 - Noise, dust, and sediment control
 - Reduce noise, dust and vehicle disturbance to neighbouring properties
 - DDA compliance for new builds
 - Zoos Victoria's ESG Framework and ISO14001 requirements
- Contractor must ensure service penetrations, wall junctions, and finishes meet the standards required for clinical/animal environments (cleanability, durability, non-toxicity).

Handover Requirements

Upon completion, the contractor must provide:

- Certificate of Occupancy
- All As Built drawings (PDF and editable format)
- O&M manuals for all installed systems
- Service compliance certificates
- Warranty schedule
- Defects Register
- Commissioning certificates
- Asset register

A **12-month Defects Liability Period** applies from the date of the Certificate of Occupancy.

A.3 – Pre Induction Requirements

Kyabram Fauna Park

Purpose

The following sections detail the Preliminaries and supervision requirements for associated works at Kyabram Fauna Park.

The items noted in the following sections are by no means exhaustive and the Contractor should refer to the Specification. Fixed costs shall include all costs associated with providing the scheduled service. This Preliminaries documentation is not intended to replace or supersede the requirements of the provided Specification and/or other Contract Documentation. The term Principal's Representative noted in this document has the same meaning as Client Representative found elsewhere in the Contract documents.

Documents & Confidentiality

Documents shall be those noted in the Request for Quotation Information, Conditions of RFT and Schedules documents. Contractors must not issue any information, publication, document or article for publication concerning the project in any media without prior approval of the Principal and must refer to the Principal any enquiries concerning the Project from any media. The Contractor must ensure adequate measures are put in place to ensure compliance with this requirement.

The Scope of Works and all other RFT Documentation shall not be disclosed to persons other than those requiring seeing them in the course of their duties except with the prior consent of the Principal and then only subject to such conditions as the Principal may impose.

Management and Administration

Insurances

The Contractor shall effect the insurance required by the RFT Part C - Construction Contract (Medium Works) of the Contractor and shall provide the respective Certificate of Currencies to the Principal's Representative prior to the commencement of the Works and otherwise as provided by the RFT Part C - Construction Contract (Medium Works).

The following insurances are required:

Public/Product Liability \$20,000,000;

Professional Indemnity \$10M;

Work cover (unlimited)

Zoo Contractor Inductions

Prior to commencing the Works under the Contract, the Contractor shall book and attend a Kyabram Fauna Park Contractor Induction and Safety Session presented by Kyabram Fauna Park Staff. This induction will address access, OH&S, Environmental Management, Traffic and Pedestrian Management requirements in addition to enabling any other protocol queries to be addressed prior to the commencement of works. The Contractor shall also receive and review the Kyabram Fauna Park Induction Package as part of this induction. The Contractor shall incorporate the Kyabram Fauna Park induction requirements into its own Site Specific Induction Program, and ensure that its personnel attend a site induction and safety session before commencing work on the site for the first time. The session shall advise site personnel of general and particular procedures regarding site safety, the basis for provision of Job Safety Analysis (JSA) and Safe Work Method Statements (SWMS) and other relevant Site matters. The Contractor shall keep records of attendance and issue all attendees with suitable site safety information.

Working Hours

Ordinary working hours for Kyabram Fauna Park are 8.00am to 5.00pm seven (7) days per week.

If required, the Contractor shall provide a minimum of 24 hours advance notice to seek the Principal's Representative approval for access outside of these times. Maintenance work performed out outside of the ordinary work hours solely for the convenience of the Contractor shall not incur penalty rates. The Contractor shall not carry out on-site maintenance work outside these ordinary working hours unless otherwise approved in writing by the Principal's Representative.

Environmental Management and Waste Minimisation

The Contractor shall adhere to the Kyabram Fauna Park Environmental Management Plan requirements (as provided via Formal Induction at the start of the Contract). The Contractor must adequately resource, administer and manage this requirement to ensure that the Works are delivered, as there will be no acceptance to any departures. The Contractor shall undertake all reasonable measures to ensure the Site is managed in an environmentally sound manner. During the contract, the Contractor will explore and implement techniques to improve the environmental performance and sustainability of the works and end product through the selection of products and materials, the adoption of processes, and/or consideration of waste materials, that result in or involve:

- Reduction in waste generated
- Reduction in energy consumed in the process
- Reduction in potable water use
- Reduction in materials from non-renewable resources
- Reduction in transport distances and frequencies
- Reduction in chemical usage

It is expected that the Contractor will demonstrate the principles of green procurement for the responsible sourcing of materials.

Where waste disposal can be accommodated at Kyabram Fauna Park the contractor shall ensure that all considerations are taken to eliminate the risk of contamination of a waste stream.

If the Contractor manages project waste, ensure it is segregated to the same standard as Kyabram Fauna Park. Report volumes and provide receipts to the project manager.

Equipment and Materials

All cleaning equipment or other equipment required by the contractor to perform the services is to be supplied by the contractor.

All cleaning agents, paper products and other materials must be preapproved by the Zoos Victoria's Representative for compliance to environmental policy. All cleaning agents must be biodegradable. Class 8 chemicals are not permitted.

Security

The contractor must ensure that all of its personal engaged in the performance of Services:

1. Observe all the security of the Organisation;
2. Wear at all times such identification as may be required by the Organisation;
3. And disclose their identity to the Organisation, the Supervisor or any other of the Organisation's staff when requested to do so.

Quality Control and Assurance

The contractor will ensure that the services:

1. Meet best industry standards and comply all relevant Australian standards
2. Conform to and reflect the Organisation's policies and procedures, philosophies and its position as a major public recreation and educational venue in Victoria; and
3. At all times meet the Key Performance Indicators as outline in the specification
4. The contractor must implement a method of quality control, to be approved by the Zoos Victoria to ensure that it complies with the requirements outline in the specification.

The nominated Zoos Victoria Representative will review the performance of the Services by the contractor on a regular basis. In order to assist in this review, the Contractor will;

1. Make its records available to the Zoos Victoria upon reasonable notice; and
2. Make its Representative available to discuss the Contractors performance and any issues regarding the standard of the Service with the Supervisor as required by Zoos Victoria.

Supervision & Administration

The Contractor shall provide efficient and appropriate site-supervision, management and administration, and proper supervision of workers and control of the quality of workmanship.

The Contractor shall notify the Principal's Representative and obtain his consent before substituting any other persons for those nominated.

Protection Generally

The Contractor shall be responsible and shall ensure that adequate measures be taken to protect the whole fabric of the Works and existing conditions against all damage and defacement.

The Contractor shall ensure that all approved Subcontractors take adequate measures to protect finished or fixed work. The Contractor shall replace or reinstate any damaged work and shall make good to any adjoining work affected thereby without cost to the Principal.

Where required in the scope of work, provide and maintain all watching and traffic flagging lawfully required by any public or other authority or necessary for the protection of the Works or of other property or for the safety and convenience of the public and others. Remove the same when no longer required.

Avoid interference with or damage to property on or adjacent to the site, and provide temporary protection and repair and reinstate all damage caused thereto either directly or indirectly.

Prevent nuisance to the Principal or occupiers of properties on and adjacent to the Site and to the public generally.

Protection of Adjacent Sites and Pathways

The Contractor shall protect sites and services, which are on or adjacent to the site from interference or damage. The Contractor shall maintain protection to existing services and adjacent sites in good condition, alter as required, and remove before completion of the maintenance works, or if directed by the Principal's Representative.

The Contractor shall not close or obstruct any visitor or Zoo pathways unless required by the Maintenance Works and approved prior by the Principal's Representative. The Contractor shall ensure minimum interference with the ordinary use of adjacent roads, driveways, footpaths, or other facilities.

Protection of Trees & Flora

The following applies to maintenance work taking place in the close vicinity of existing trees and flora within Kyabram Fauna Park.

The Contractor shall protect all trees specified or shown to be retained from damage by the Works.

If it is necessary to perform any work on or near trees to be retained, the Contractor shall apply for permission to the Principal's Representative and await instructions.

Traffic Management and Pedestrian Management Plans TMP and PMP

The Contractor shall adhere to the Kyabram Fauna Park Traffic management and Pedestrian Management plans (TMP and PMP) as outlined in the formal Zoo Inductions at the commencement of the Contract.

Workers entering or leaving the Site during working hours should at all times use the agreed access route only unless formally approved otherwise by the Principal's Representative. Where requested by the Principal's Representative, the Contractor shall install temporary warning signs at either ends of the works in progress and indicate alternative route(s) for pedestrian traffic. Barricades, para-webbing, etc. shall be provided and erected to separate public access and the works for the proper protection of the public. The Contractor shall also provide on the works all approaches clear warning signs which, indicate the nature of the danger ahead. The Contractor is to ensure all exposed pits, junction boxes, pipes etc. are suitably delineated and/or covered and all exposed sub-grade and base course areas are able to safely traverse by the public, inclusive of disabled access. Stockpiling of materials and the storage of plant and equipment must not restrict access to the Zoo generally. Close liaison between the Contractor and Zoo staff is required to provide safe movement of vehicles around the work site during progress. No cars shall be left parked outside the designated area of works.

Parking, Vehicle Deliveries & Removals

The Contractor must, communicate all proposed deliveries to Site of quantities of vehicles, materials and the like to the Principal's Representative for approval, and confirmation of storage location.

The Principal's Representative reserves the right to request changes to be made to the deliveries times to allow the ongoing operations and facilities of adjoining properties to be maintained.

The Contractor shall comply with all required authority requirements in occupying or utilising the public property.

Any deliveries and car parking that must be arranged in such a way as to prevent delivery vehicles from blocking roads and nominated access routes must be arranged through the Principal's Representative.

The Contractor is to be on site to accept all contract-related deliveries.

Noise Control

The Contractor shall take particular care in noise control and the restriction of noise, which could be generated during the progress of the Works.

Noisy equipment shall be fitted with efficient and effective silencers where practicable, or housed in suitably acoustically treated enclosures so that the noise generated will be effectively dampened to a level that, is not offensive to persons on or adjacent the maintenance site.

The Principal's Representative may direct the Contractor to cease and reschedule works immediately upon identification of noise producing activities that impact on the Zoo's operations, animal and/or visitor welfare.

Vermin Control

The work area shall be kept clean and suitable provision made for disposal of food scraps, etc. It shall be the Contractor's responsibility to take all precautions necessary to prevent infestation by vermin and insects.

Advertising

Unless specifically approved by the Principal's Representative in writing, advertising by the Contractor, subcontractors and trades shall not be permitted on any part of the Site and / or the Works at any time during the Contract.

Signage

For works being undertaken within the public areas of the Zoo, provide and maintain directional signage as required, to ease any visitor or delivery confusion as to site access points, access paths and/or maintenance staff car parking areas.

Contractor branding, logo and/or trade contractor signage shall not be permitted.

Conduct on Site and Dress Code

Smoking is not permitted as the Site is a Government property and as such is a no smoking environment. Alcohol and non-prescription drugs are not to be brought onto or consumed at the Site including any designated car parking and entry/ exit zones.

Persons affected by drugs or alcohols are not permitted on the Site.

Persons suspected of providing either drugs or alcohol within the Site will be removed from the Site.

The Contractor's staff must behave in a professional, courteous manner whilst performing work at Kyabram Fauna Park. At the commencement of the Contract, the Contractor shall attend Kyabram Fauna Park for the purposes of receiving a Kyabram Fauna Park photo identification card, which shall be worn and be clearly visible on each staff member whilst on-site. The Contractor shall provide all staff members with appropriate, presentable work attire for ease of recognition on site.

Vehicles and Equipment

The Contractor's vehicles accessing the Kyabram Fauna Park grounds must be well presented, clean and maintained. If requested from time to time, by the Principal's Representative, the Contractor shall supply a listing of all machinery and/or major equipment to be used on site for maintenance works.

Contractor vehicles are not permitted to access the front of house and visitor areas of Kyabram Fauna Park during business hours.

Safety

Occupational Health & Safety

The Contractor acknowledges that the Contractor and the Principal have duties and obligations pursuant to the relevant Occupational Health and Safety Act. The relevant Occupational Health and Safety Regulations, as amended. Undertake to take all steps necessary to ensure that a safe working environment without risk to health is provided and maintained in accordance with the said legislation for the benefit of all persons including employees of both parties, along with other persons who may be in the vicinity of the building site to ensure that both the Principal and the Contractor fulfil their respective and joint duties under the said legislation. The Contractor will be the Principal Contractor for the Works.

Site Safety

The Contractor shall provide proper and qualified personnel and the necessary resources to prepare and implement site safety procedures and plan for all those working on Site. This shall include, but not be limited to, the following:

- Provide and undertake the Works in accordance with a Work Health & Safety “WHS”
- Management Plan in accordance with AS4801 and AS4804, including undertaking inspections.
- Implementation of safe work practices.
- Induction programs.
- All equipment must be well maintained and comply with all requirements of the WHS Act.
- Safety training.
- Provision of all safety equipment and clothing.
- Provision of safety barriers, etc.
- Site-specific programs for non-resident personnel.
- Provide all necessary weather protection for all persons onsite, the Works and the Site (as the case may be) in the event of inclement weather.

Contractor’s Reporting of Significant OH&S Incidents

Kyabram Fauna Park requires the Contractor to IMMEDIATELY notify Kyabram Fauna Park as the Client Representative if a significant OH&S incident occurs on their construction site. By “significant” this means:

- WorkCover notifiable injury to person(s) and/or damage to Zoos Victoria property (including services) as a result of a site workplace incident;
- Any event related to the works which requires the evacuation of the Zoo;
- Any accident involving a major item of construction equipment (e.g. crane, hoist, vehicle);
- Collapse of any building structural element, excavation or temporary scaffolding or shoring;
- Injury to any staff member or visitor to the Zoo due to works; or
- Having the site closed down for OH & S reasons by Work Safe, Federal Government inspectors or trade union representatives.

The Contractor should contact Ryan McDonough on 0436 624 427 or rmcdonough@zoo.org.au.

Orders and Approvals

From time to time, the Principal’s Representative may vary the Contract to include newly identified works during the course of the Contract.

No additional Works outside the Contract are to be undertaken without the prior submission of a written quotation and subsequent receipt of a written approval of the Principal’s Representative in the form of a Zoo Purchase Order. The quotation and approvals process is detailed in the next section.

The Principal’s Representative may request variation quotations for additional works from time to time. This is anticipated to comprise mainly additional minor works (e.g. preventative maintenance identified during the course of the Contract).

The Contractor shall provide variation quotes inclusive of the following information:

- Date of quotation;
- Brief description of scope of variation quote (including scope, estimated duration of work, earliest possible start date);
- Quotation exclusive of GST;
- GST amount; and
- Total quote including GST.

Invoicing

The Contractor shall supply written invoice for approved and completed work in accordance with the Contract. The following information is required on each invoice in order for payment to be processed:

- a) Contractor firm name, address, contact person and ABN;
- b) Contract reference number (if applicable)
- c) Purchase Order (PO) number;
- d) Date of Invoice;
- e) Scope of work completed;
- f) Agreed fee excluding GST;
- g) % claimed for the invoice;
- h) Claimed amount excluding GST;
- i) Amount outstanding excluding GST;
- j) GST applicable; and
- k) Total claimed amount including GST.
- l) Pricing breakdown as per schedule.
- m) Invoice in PDF Format

Payment Process

All requests for payment will be made by the issue of a Zoos Victoria Purchase Order. The Purchase Order may also include a detailed specification of the individual services required. The Service Provider must not provide any works to Zoos Victoria, which are not the subject of a Purchase Order.

These Terms take precedence over the conditions specified in the Purchase Order.

Invoices must be in the form of a pdf tax invoice, addressed to the **Accounts Payable Department** and may be emailed to ap.invoices@zoo.org.au. It is important that invoices contain a valid Purchase Order Number otherwise they will not be processed.

Zoos Victoria's standard payment term is 30 days from invoice date. Payment will be made via Electronic Funds Transfer and EFT remittance advice will be sent via email.

To ensure payment and remittance advice reach the Service Provider, the attached form must be completed and returned to Zoos Victoria as soon as possible.

To the extent that any supply from one party to the other under a Purchase Order constitutes a taxable supply for GST purposes, an amount equal to the GST chargeable on that taxable supply, will be payable by the recipient to the supplier in addition to the amount payable for the taxable supply. The recipient will pay the GST amount at the same time and in the same manner as payment for the taxable supply is required.

Dimensions

The Contractor shall be responsible for all dimensions of the completed Works.

Do not scale drawings which are clearly diagrammatic and/or marked "not to scale" or NTS.

Site measurement of existing or previously installed work shall be considered when setting out the Works.

Unless otherwise indicated in the Contract, the following order shall be applied to reading and interpreting dimensions on the Drawings:

- Written dimensions shall take precedence over dimensions measured from the Drawings. All dimensions shall be checked on the site.
- Large scale and detailed information shall be read in conjunction with and take precedence over small scale information for the same work.
- Spot levels shall take precedence over contour and profile lines.

In case of conflict, or if large scale information or details will have the effect of changing dimensions of small scale information, the Contractor shall immediately notify the Principal's Representative in writing and request clarification.

Existing Services

Generally:

Before commencing work, the Contractor shall locate and identify all existing services and similar embedded and concealed items on or adjacent to the site which might be affected by the Works.

The Contractor shall record the location of all services on as-built drawings, including inactive services, and progressively record any other services discovered during the Works. The Contractor shall coordinate with relevant services subcontractors and relevant authorities. The Contractor shall notify the relevant authority before commencing any work, which affects the services provided by that authority.

The Contractor shall carry out all required work on services, including inactive services, in accordance with the requirements of the relevant authority. Locations of services indicated on the Contract Documents shall be deemed to be approximate only, and the Principal and Principal's Representative assume no responsibility for the accuracy of such information.

The Contractor shall obtain certification from the relevant authority that all work has been carried out to its approval.

Active services:

The Contractor shall protect and maintain existing active services at all times.

Where requested by the Principal's Representative, the Contractor shall maintain services to adjacent buildings to ensure the continuous and proper supply of such services during the maintenance period.

The Contractor shall relocate services if required, and shall provide and maintain temporary services during relocation. Where it is necessary to interrupt services while tapping or cutting into existing service lines, give not less than one business day notice of intention to the Principal's Representative and make provision for alternative or supply as required or directed.

Rectification and emergency procedures:

The Contractor shall establish procedures required in the event of damage or interruption to active services during the Works to minimise disruption and inconvenience resulting from such damage or interruption, and to re-instate supply immediately.

Damage to active existing services resulting from the Works shall be repaired or replaced by the Contractor as determined by the Principal's Representative.

The Contractor shall immediately notify the Principal's Representative and relevant authority in the event of damage to any service on or adjacent to the site. In the event that such damage may endanger life or property, the Contractor shall notify the relevant emergency services, and shall immediately stop work in the vicinity and clear the area of people, including public areas and adjacent buildings where the nature of the damage requires, and shall not recommence work until approved by the relevant authority.

The Contractor shall provide assistance required in connection with any such incident. The Contractor shall be liable for the cost of any required repairs by the relevant authority.

Part B – Conditions of Participation

B.1 – Zoos Victoria specific requirements

Complaints Procedure

ZV Chief Financial Officer
 Zoos Victoria
 PO Box 74
 Parkville 3052
 email via procurement@zoo.org.au

B.2 – Victorian Government Requirements

1. RFT

1.1. RFT

- a) Legal entities, companies, consortiums and alike are invited to submit a proposal for the works in accordance with Parts A.2 Specifications, A.3 Pre-Induction document and C Proposed Contract.
- b) Nothing in this RFT is to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory, restitutionary or other rights.
- c) No binding contract or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the works will exist between the Organisation and any Supplier unless and until the Organisation has signed a formal written contract as contemplated in clause 6.1 below.
- d) All entities (whether or not they submit an Offer) having obtained or received this RFT may only use it, and the information contained in it, in compliance with the conditions contained in this Part B.

1.2. Accuracy of RFT

- a) The Organisation does not warrant the accuracy of the content of this RFT and will not be liable for any omission from the RFT documents.
- b) The Supplier must review the RFT and any other information provided by the Organisation with a view to identifying any discrepancy, ambiguity, error or inconsistency.
- c) If a Supplier finds any discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by the Organisation (other than minor clerical matters), the Supplier must immediately notify the Organisation in writing, so as to provide the Organisation with fair opportunity to consider what, if any, corrective action is necessary.
- d) If there is any inconsistency between any of the documents, or parts of the documents constituting this RFT, the Organisation will determine the order of precedence and notify all Suppliers in writing accordingly.

1.3. Additions and amendments

The Organisation reserves the right to change any information and/or to issue addenda to the RFT before the Closing Time. Where the Organisation exercises its right to change information or issue addenda in accordance with this clause 1.3, the Organisation may extend the Closing Time to allow Suppliers additional time.

1.4. Availability of Additional Materials

Additional materials (if any) may be accessed in the manner set out in Item 9 of Part A.1. Suppliers should familiarise themselves with the Additional materials.

1.5. Representation

No representation made by or on behalf of the Organisation in relation to this RFT (or its subject matter) will be binding on the Organisation unless the representation is expressly incorporated into the contract(s) ultimately entered into between the Organisation and a Supplier.

1.6. Licence to use Intellectual Property Rights

Persons obtaining or receiving this RFT and any other documents issued in relation to the RFT may use the documents only for the purpose of preparing an Offer.

Such Intellectual Property Rights as may exist in the RFT and any other documents provided to the Suppliers by or on behalf of the Organisation in connection with the RFT process are owned by (and will remain the property of) the Organisation except to the extent expressly provided otherwise.

1.7. Confidentiality

- (a) The Organisation may require persons and businesses wishing to access or obtain a copy of the RFT or certain parts of it, or any Additional materials, to execute a deed of confidentiality (in a form required by or satisfactory to the Organisation) before or after access is granted or a copy is provided.
- (b) Regardless of whether a deed of confidentiality is executed in relation to the RFT, Suppliers obtaining or receiving the RFT must:
 - (i) keep the content of the RFT and such other information confidential;
 - (ii) not disclose or use that information except as required for the purpose of developing an Offer in response to the RFT;
 - (iii) not issue any information, publication, document or article for publication concerning the RFT in any media without prior approval of the Organisation; and
 - (iv) refer any enquiries concerning the RFT from any media to the Organisation.

1.8 Publicity

The Tenderer must not make (and must procure that none of its Associates make), any statement to or advertise in any media or make any other public announcement or statement about any matters relating to the Project, this RFT or any Information Documents without the prior written consent of the Principal.

1.9 Privacy

By submitting an Offer, the Supplier agrees to be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the Supplier in connection with these Conditions of participation in the same way and to the same extent as the Organisation would have been bound in respect of that act or practice had it been directly done or engaged in by the Organisation.

1.10 Release

The Supplier hereby releases the Organisation and the Organisation's Representatives from any claim which the Supplier has or, but for this provision, might have had against the Organisation or the Organisation's Representatives in relation to or in connection with the RFT, any other information provided by the Organisation, the issuing of the RFT, the consideration of the Tender or the letting of any Contract (including any claim by reason of any breach of these conditions of participation, negligence, default or lack of care).

1.11 Others to be Bound

The Supplier must ensure that any of its Representatives or any other person to whom it supplies this RFT or any other information provided by the Organisation will, in relation to the use of, return of and liability for the RFT or that information, be bound by terms equivalent to those contained in these conditions of participation.

2. Communication

2.1. Communication protocol

All communications relating to this RFT and the RFT process must be directed to the Project Manager.

2.2. Requests for clarification

- (a) Any questions or requests for clarification or further information regarding this RFT or the RFT process must be submitted to the Project Manager via email through the Tenderlink web portal at least five days prior to the Closing Time.
- (b) The Organisation is not obliged to respond to any question or request.
- (c) The Organisation may make available to other prospective Suppliers details of such a question or request together with any response, in which event those details shall form part of this RFT.

2.3. Briefing Session

If specified in Item 7 of Part A.1, the Organisation will hold briefing sessions at the location(s) and time(s) specified in Item 7 of Part A.1. A Supplier must attend the briefing session if it is specified as 'mandatory'. If a Supplier fails to attend a mandatory briefing session, the Organisation may disqualify the Supplier from further participation in the RFT process.

2.4. Unauthorised Communication

- (a) Communications (including promotional or lobbying activities) in connection with the RFT or the RFT process with staff of the Organisation or consultants assisting the Organisation with the RFT process are not permitted during the RFT process except as provided in clause 2.1 above, or otherwise with the prior written consent of the Project manager.
- (b) Nothing in this clause 2.4 is intended to prevent communications with staff of, or consultants to, the Organisation to the extent that such communications do not relate to this RFT or the RFT process.
- (c) Suppliers must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the RFT process in any way. Such activities or assistance may, in the absolute discretion of the Organisation, lead to disqualification of a Supplier.

2.5. Anti-Competitive Conduct

- (a) Suppliers and their Representatives must not engage in any collusive, anti-competitive or similar conduct with any other Supplier or person in relation to:
 - the preparation, content or lodgement of their Offer;
 - the evaluation and clarification of their Offer; and
 - the conduct of negotiations with the Organisation.
- (b) In addition to any other remedies available to it under Law or contract, the Organisation may, in its absolute discretion, immediately disqualify a Supplier that it believes has engaged in such collusive or anti-competitive conduct.

2.6. Consortia and Trustees

Where the Supplier is a member of a consortium, the Offer must stipulate which part(s) of the Works that each entity comprising the consortium would provide and how the entities would relate to each other to ensure completion of all Works. All consortium members are to provide details relating to their legal structure, and where applicable, provide details of their special purpose vehicle established to meet the requirements of the RFT.

2.7. Complaints about this RFT

A Supplier with a complaint about this RFT or the RFT process which has not been resolved in the first instance with the Project manager must follow the complaints process of the Organisation as detailed in Item 1 of Part B.1.

2.8. Probity and conflicts of interest

- (a) The Tenderer warrants that:
 - (i) no actual, potential or perceived probity issues (including any actual, potential or perceived conflicts of interest) exist or are likely to arise in respect of the Tenderer or its involvement in the Project, other than those probity issues disclosed and described in its Tender; and
 - (ii) if an actual, potential or perceived probity issue arises, or appears likely to arise, after the lodgement of its Tender, the Tenderer will:
 1. immediately notify the Principal in writing as soon as such actual, potential or perceived probity issue becomes apparent to the Tenderer and provide details of such probity issue; and
 2. take all steps required by the Principal to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue.
- (b) The Tenderer must not engage in any practice that would defeat the purpose of a fair and transparent selection process, including engaging in collusive tendering or any other anti-competitive practices such as, but not limited to:
 - (i) an agreement between Tenderers about who should be the successful Tenderer;
 - (ii) any meeting of Tenderers to discuss the Tender before Closing Time if the Principal or the Principal's Contact is not present;
 - (iii) an exchange of information between Tenderers about their Tenders before awarding of the Contract or a commission;
 - (iv) an agreement or exchange of information between Tenderers for the payment of money or securing of reward or benefit for unsuccessful Tenderers by the successful Tenderer;
 - (v) agreements between Tenderers to fix the prices or conditions of the Contract (this means any collaboration between Tenderers of prices or conditions to be included in contracts or commissions without the consent of the Principal);
 - (vi) a submission of a Tender or to provide any assistance to any Tenderers to submit a Tender (that is, a Tender submitted as genuine but which has been deliberately priced in order not to win the Contract or a commission);
 - (vii) any agreement between Tenderers prior to submission of a Tender to fix the rate of payment of employer or industry association fees where the payment of such fees is conditional upon the Tenderer being awarded the Contract or commission; and

(viii) payment to any third party of money, fees, incentives or other concessions contingent on the success of the Tender that do not relate to the provision of proper services relevant to the Tender.

(c) The Tenderer must not:

- (i) accept or provide any secret commissions;
- (ii) enter into any improper commercial arrangements with other contractors, subcontractors, suppliers, agents or parties;
- (iii) seek to influence contract decisions by improper means during the Tender Process; or
- (iv) accept incentives to provide contracts or services to other contractors, subcontractors or suppliers that financially disadvantage the Principal.

3. Submission of Offers

3.1. Lodgement

- (a) Offers must be lodged by the Closing Time and only by the means set out in Item 5 of Part A.1. The Closing Time may be extended by the Organisation in its absolute discretion. Where the Organisation extends the Closing Time, it will provide written notice to Suppliers via email through Tenderlink.
- (b) Where this RFT requires or permits Offers to be lodged via the internet through the website nominated at Item 5 of Part A.1:
 - Suppliers must submit documentation that has been virus checked and is free from viruses; and
 - Suppliers are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.
- (c) Where this RFT requires or permits Offers to be lodged in hard copy, packages containing the Offer must be marked with the information set out in Item 5 of Part A.1 and must be placed in the Tender Box at the address which is set out in Item 5 of Part A.1. Failure to do so may result in disqualification from the RFT process.

3.2. Late Offers

- (a) All Offers lodged after the Closing Time will be recorded by the Organisation. The determination of the Organisation as to the actual time that the Supplier's response is lodged is final.
- (b) If an Offer is lodged after the Closing Time, it may be disqualified from the RFT process and may be ineligible for consideration unless:
 - the Supplier can clearly document to the satisfaction of the Organisation that an event of exceptional circumstances caused the Offer to be lodged after the Closing Time; and
 - the Organisation is satisfied that accepting a late submission would not compromise the integrity of the market approach
- (c) The Organisation will inform a Supplier whose Offer was lodged after the Closing Time of their ineligibility for consideration.

3.3. Providing an Offer

It is the responsibility of all Suppliers to:

- (a) understand the requirements of the RFT, the RFT process, any reference documentation or other information in relation to the RFT;
- (b) ensure that their Offer addresses all requests for information in Part D, is presented in the required format as set out in Part D, conforms with word limits (if specified) and is accurate and complete;
- (c) make their own enquiries and assess all risks regarding this RFT and the RFT process;
- (d) ensure that they comply with all applicable Laws with regard to preparing their Offer and participating in the RFT process (including Chapter 2 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic));
- (e) meet all costs and expenses related to the preparation and lodgement of their Offer, any subsequent negotiation, and any future process connected with or relating to the RFT process.
- (f) ensure that their Offer remains valid and open for acceptance for a minimum of 120 days from the Closing Time. (this period may be altered by mutual agreement between the Organisation and the Supplier);
- (g) ensure that their Offer is not conditional on:
 - (i) any type of board, committee, third party or regulatory approval or consent;

- (ii) conducting due diligence or any other form of enquiry or investigation; or
- (iii) the Supplier stating that it wishes to discuss or negotiate any commercial terms in the Proposed contract;
- (h) ensure the Offer includes a GST exclusive price, the GST payable and the total cost for the Works; and
- (i) provide additional information in a timely manner as requested by the Organisation.

3.4. Errors in an Offer

If a Supplier identifies an error in their Offer after the Closing Time (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify the Organisation. The Organisation may permit a Supplier to correct an unintentional error in their Offer where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the Organisation reasonably considers that the correction would materially alter the Offer.

3.5. Use of an Offer

Upon submission, all Offers become the property of the Organisation. The Supplier will retain all ownership rights in any intellectual property contained in their Offer however each Supplier, by submission of their Offer, is deemed to have granted a licence to the Organisation to reproduce the whole, or any portion of their Offer for the purposes of enabling the Organisation to evaluate the Offer.

3.6 Costs of Tender

All costs incurred by any Supplier in the preparation and lodgement of a Tender or otherwise and any costs incurred in relation to the evaluation of the Tender, contract negotiation and the selection process will be borne by the Supplier. The Organisation will not be liable for any costs, expenses or losses incurred or suffered by any Supplier or other person.

4. Compliance with Specifications, Preliminaries document and Proposed contract

4.1. Compliance Statement

Suppliers are required to provide a statement of their compliance with the following Parts of this RFT:

- Part A.2 – Specification;
- Part A.3 - Pre Induction Requirements; and
- Part C – Proposed contract.

Further instructions regarding requirements of the Compliance statement are contained within Part D – the Offer.

5. Evaluation

5.1. Evaluation Process

- (a) The Organisation will evaluate all Offers complying with the conditions of this RFT, including Late Offers where the Organisation is satisfied of the matters referred to in Item 3.2 of this Part B.2.
- (b) The Organisation will evaluate Offers in accordance with the Evaluation criteria stipulated at Item 9 of Part A.1. In the event that one or more of the Evaluation criteria are subjective, then the Organisation reserves the right to exercise discretion.
- (c) An Offer from a Supplier will not be deemed to be unsuccessful until such time as the Supplier is formally notified of that fact by the Organisation.
- (d) The Organisation may in its absolute discretion:
 - (i) disqualify an Offer that is not in the format required by the conditions;
 - (ii) disqualify an incomplete Offer;
 - (iii) evaluate an incomplete Offer solely on the information contained within the Offer;
 - (iv) without limiting clause 5.2, seek amendment, correction or completion of any incomplete Offer or Offer that is not in the format required (or otherwise clarify some aspect of the Offer) and:
 - (1) if the Supplier does not amend, correct or complete the Tender or otherwise clarify the relevant aspect of the Tender, disqualify that incomplete Offer; or
 - (2) if the Supplier amends, corrects or completes the Tender or otherwise clarifies the relevant aspect of the Tender, consider the Offer as amended, corrected or completed;
 - (v) after concluding a preliminary evaluation, reject any Offer that in its opinion is unacceptable;

- (vi) disregard any content in an Offer that is illegible without any obligation whatsoever to seek clarification from the Supplier;
- (vii) where a Supplier has been invited on the basis of a pre-qualification process undertaken by the Organisation or their agents and where the Supplier, prior to acceptance of the Tender, no longer holds that pre-qualification, reject the Tender;
- (viii) where a Supplier, prior to the acceptance of the Tender, ceases to satisfy or comply with any Mandatory Criteria or the requirements or standards included in any Mandatory Criteria, then:
 - (1) if the Tender substantially complies with the requirements of the RFT and, through a minor amendment, correction, completion or clarification will comply with the Mandatory Criteria, consider the Tender further;
 - (2) if the Tender does not substantially comply with the requirements of the RFT and, cannot, through a minor amendment, correction, completion or clarification comply with the Mandatory Criteria, reject the Tender.
- (ix) waive any requirement or obligation under these Conditions of participation.
- (x) alter the structure and/or the timing of the RFT or the RFT process;
- (xi) vary or extend any time or date specified in the RFT for any or all Suppliers;
- (xii) elect not to appoint any Supplier or enter into a contract with any Supplier;
- (xiii) cease to proceed with or suspend the RFT process prior to the execution of a formal written contract;
- (xiv) consider and accept Alternative Offers;
- (xv) call for new Offers; or
- (xvi) accept any Tender, including a Tender which may be less favourable to the Organisation than a Tender submitted by another Supplier.

5.2. Clarification of an Offer

- (a) If in the opinion of the Organisation, an Offer is unclear in any respect, the Organisation may seek clarification from a Supplier. Failure to supply clarification to the satisfaction of the Organisation may render the Offer liable to disqualification.
- (b) The Organisation is under no obligation to seek clarification and reserves the right to disregard any clarification that the Organisation considers to be unsolicited or otherwise impermissible in accordance with the conditions set out in this Part B – Conditions of participation.

5.3. Discussion with Suppliers

The Organisation may:

- (a) negotiate with one or more Suppliers and allow any Supplier to vary its Offer;
- (b) interview, negotiate or hold discussions with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in an Offer to the exclusion of others; or
- (c) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.

6. Preferred Supplier

6.1. No legally binding contract

Selection as a preferred Supplier does not give rise to a contract (express or implied) between the preferred Supplier and the Organisation for the works. No legal relationship will exist between the Organisation and the preferred Supplier until such time as a binding contract is executed by both parties.

The Organisation reserves the right to rescind a Supplier's selection as a preferred Supplier at any time prior to execution of a binding contract by both parties.

6.2. Pre contractual negotiations

- (a) The Organisation may in its absolute discretion decide not to enter into pre-contractual negotiations with a successful Supplier.
- (b) The Supplier is bound by its Offer and if selected as the successful Supplier, must enter into a contract on the basis of the Offer without negotiation.

6.3 The Contract

The contract which the successful Supplier must execute is included at Part C of this RFT. The execution of the contract will, if there is a Formal Instrument of Agreement issued with the RFT, be effected by the execution of the Instrument of Agreement.

7. Disclosure requirements

7.1. Disclosure of Offer contents and Offer information

Offers will be treated as confidential by the Organisation. The State will not disclose Offer contents and information except:

- (a) as required by Law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic) (FOI Act));
- (b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- (c) if the Organisation, in its absolute discretion, determines to release to, or in order to comply with a decision or request for information made by the Freedom of Information Commissioner, the Independent Broad-based Anti-corruption Commissioner, the Ombudsman Victoria, the Victorian Inspectorate or the Victorian Auditor General's Office
- (d) to external consultants and advisers of the Organisation engaged to assist with the RFT process; or
- (e) general information from Suppliers required to be disclosed by government policy.

7.2. Contract disclosure

In submitting an Offer, the Supplier accepts that the Organisation may, in accordance with the requirements of applicable Victorian Government policy, publish (on the internet or otherwise):

- (a) the name of the Contractor;
- (b) the estimated value of the Offer of the Contractor; and
- (c) the Contractor's name together with the provisions of the contract generally.

7.3. Exemptions from disclosure

The Organisation will consider requests for exemption from disclosure in the evaluation of Suppliers' submissions and negotiations with Suppliers.

In determining whether any contractual clauses should be kept confidential, the Organisation will apply the exemptions from disclosure under the FOI Act. These exemptions include a public interest test under s36 of the FOI Act.

Any request by the successful Supplier for non-disclosure of contract provisions must be justified by the successful Supplier in accordance with s34(1) of the FOI Act. Under s34(1), information acquired by an organisation or a Minister from a business, commercial or financial undertaking is exempt from disclosure if the information relates to:

- (a) trade secrets; or
- (b) other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

However, even if certain contractual clauses are redacted by agreement between the Organisation and the successful Supplier, this will not:

- (a) exempt the redacted clauses from the further operation of the FOI Act; or
- (b) constrain the Auditor General's power to secure and publish documents in accordance with the *Audit Act 1994*.

7.4. Unreasonable disadvantage

In determining whether disclosure of specific information will expose a Supplier's business unreasonably to disadvantage, the Supplier should consider s34(2) of the FOI Act. Broadly, the Supplier should consider:

- (a) whether the information is generally available to competitors; and
- (b) whether the information could be disclosed without causing substantial harm to the competitive position of the business.

8. Social Procurement framework

Invitees should note that social procurement commitments form an important component of the offer and will be included in the contract, together with specific reporting obligations associated with delivery of the commitments. Refer to the Buying for Victoria website at <https://buyingfor.vic.gov.au/social-procurement-framework> for further information

9. Local Jobs First – Under the local Jobs First Act 2003

Local Jobs First Policy

Overview

- (a) The *Local Jobs First Act 2003* (including any regulations made under that Act) establishes and implements the LJF Policy, which supports businesses and workers by ensuring that small and medium size enterprises are given a full and fair opportunity to compete for both large and small government contracts, helping to create job opportunities, including for Apprentices, Trainees and Cadets. Local Jobs First is implemented by Victorian Government departments and agencies to help drive local industry development.
- (b) Local Jobs First comprises the Victorian Industry Participation Policy (VIPP) and the Major Projects Skills Guarantee (MPSG).
 - (i) VIPP seeks to ensure that small and medium-sized businesses are given full and fair opportunity to compete for government contracts.
 - (ii) MPSG is a policy that provides job opportunities for Apprentices, Trainees and Cadets on high value construction projects.
- (c) Local Jobs First applicable projects include but are not limited to:
 - (i) purchase of goods and/or services, regardless of the method of procurement (including individual project tenders, State Purchase Contracts, supplier panels);
 - (ii) construction projects (incorporating design and construction phases and all related elements), including individual projects, Public Private Partnerships, Alliance Contracts, Market Led Proposals, supplier panels and auctions; and
 - (iii) grant and loan projects, including grant agreements or loan arrangements to private, non-government and local government organisations for a single or group of projects.
- (d) Local Jobs First applies to standard projects above the threshold values of:
 - (i) \$3 million or more for statewide projects or for projects in metropolitan Melbourne, and
 - (ii) \$1 million or more in regional Victoria, or
 - (iii) any project valued at less than \$3 million that the Minister has declared to be a standard project.
- (e) This approach to Market is for a standard Local Jobs First Standard Project.

For further information, bidders should refer to the LJF Policy and Guidelines which can be found at www.localjobsfirst.vic.gov.au

Definitions

Agency means Zoological Parks and Gardens Board

Apprentice means a person (other than a Cadet or Trainee) who is employed to undertake training in a trade under a National Training Contract. The Local Jobs First Policy requires employers to employ apprentices under a National Training Contract registered with VRQA which combines structured training with paid employment related to a Local Jobs First applicable project.

Approach to Market means this tender or proposal document.

Cadet means an employee engaged by an employer (other than an Apprentice or Trainee) who is concurrently enrolled at an Australian University undertaking a tertiary qualification. To be considered a Cadet for the purposes of a Local Jobs First applicable project, a Cadet's employment must be paid practical work experience connected to their tertiary qualification.

Contestable Items means goods or services in a procurement process where there are competitive international and local suppliers. 'Competitive' means the suppliers are able to offer comparable goods or services that meet the specifications provided in this Request for Tender. Contestable items can be goods or services at any stage of a project, including maintenance.

Department has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

Guidelines means the *Local Jobs First Supplier Guidelines*, available at www.localjobsfirst.vic.gov.au

ICN means Industry Capability Network (Victoria) Limited ACN 007 058 120

LIDP means the Local Industry Development Plan submitted by the supplier at the time of the proposal and certified in accordance with the process outlined in the Guidelines.

Local Jobs First means:

- (a) the scheme established under Local Jobs First Act 2003 and associated regulations (LJF Act); which incorporates
- (b) the Local Jobs First Policy (LJF Policy) as established under s 4 of the LJF Act, available at www.localjobsfirst.vic.gov.au.

Local Content has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

Minister means the Minister with responsibility for administering the *Local Jobs First Act 2003*.

Project means the work as described in this Request for Tender.

Trainee means an employee engaged by an employer (other than an Apprentice or Cadet) employed under a National Training Contract registered with VRQA that combines training with paid employment in an entry level role related to a Local Jobs First applicable project.

Training Contract has the meaning given in the *Education and Training Reform Act 2006*.

Victorian Management Centre (VMC) means the cloud-based secure online platform that enables the registration of projects and associated tenders, the submission of LIDPs, collection, analysis and reporting of local content and jobs data, including, MSPG (if applicable) and, supply chain monitoring and reporting

VRQA means the Victorian Registration and Qualification Authority or any successor organisation that regulates education and training providers under the *Education and Training Reform Act 2006*.

Contestable Items

- (a) The LJF Policy requires that government agencies consider local content and job commitments, particularly in respect of Contestable Items, as a key criterion in tender evaluation and other relevant procurement processes.
- (b) Consideration should be given to contestable and non-contestable items in establishing local content commitments.
- (c) The Contestable Items within the scope of this invitation are included in the LIDP.

Requirements for Standard Projects

The requirements for this tender or proposal are:

- (a) local content requirement

Local Industry Development Plan

- (a) All bidders must prepare a Local Industry Development Plan (**LIDP**) in accordance with the LJF Policy and Guidelines.
- (b) The assessment of the tender or proposal will consider whether and how bidders comply with the LJF Policy. This is done through assessment of bidders' LIDPs.
- (c) A LIDP must be submitted to the Industry Capability Network (Victoria) and will be made available to the Agency and the Department.
- (d) A LIDP must:
 - (i) specify how the requirements of the LJF Policy will be met;
 - (ii) identify total content and Local Content for the Project;
 - (iii) identify total and local jobs for the Project; and
 - (iv) include any other matter required to be included in the Plan by the LJF Policy.
- (e) In developing the LIDP, bidders must consult in good faith with Industry Capability Network (Victoria).
- (f) All bidders must be registered on the Victorian Management Centre (**VMC**) managed by Industry Capability Network (Victoria).
- (g) All bidders must complete and submit an LIDP by completing the form on the VMC, available at <https://icnvic.force.com>, using the tender reference number 26KFPWH_RFT

- (h) An Agency cannot accept a tender, proposal or other submission that does not include a compliant LIDP.
- (i) To demonstrate that the submitted LIDP has been completed correctly and includes all required information, bidders must submit, as part of a bid, the acknowledgement confirming LIDP submission in accordance with the process outlined in the Guidelines.
- (j) A tender or proposal cannot be evaluated if an acknowledgement letter is not included.

Use of the Local Industry Development Plan

- (a) Any post-bid changes in a bidder's LIDP must be made in accordance with any relevant process set out in the Guidelines for the variation of an LIDP.
- (b) The contents of a successful bidder's final LIDP will be incorporated into and form part of the agreement to be entered into between that bidder and the Agency. Further, the bidder's LIDP information will be recorded on the VMC to inform the verification of the LIDP outcomes reported.

Weighting of Commitments to Local Jobs First Policy

- (a) In evaluating a tender or proposal for an agreement for a project, the Agency will give weighting to the following parts in the specified amounts:
 - (i) 10% for industry development, including commitments made in relation to the VIPP; and
 - (ii) 10% for job outcomes, including, if applicable, job outcomes provided by the MSPG.
- (b) The commitments of a bidder's LIDP will be allocated a minimum 10% weighting for industry development (including commitments made in relation to the VIPP), and 10% weighting for job outcomes (including, if applicable, job outcomes provided by the MSPG), as part of the tender evaluation process.

Further information and assistance

- (a) The Department has prepared the Guidelines on the application of Local Jobs First to projects.
- (b) ThenICN provides free services to assist bidders in identifying and developing the above information. Bidders are advised that the ICN will be available to assist them in implementing Local Jobs First. For further information or assistance, bidders can contact the ICN:

info@icnvic.org.au

(03) 9864 6700

https://icn.org.au/vic_home

10. Supplier warranties

By submitting an Offer, a Supplier warrants that:

- (a) in lodging its Offer it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Organisation or its Representatives other than any statement, warranty or representation expressly contained in the RFT;
- (b) it has examined this RFT, and any other documents referenced or referred to herein, and any other information made available in writing by the Organisation to Suppliers for the purposes of submitting an Offer;
- (c) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Offer;
- (d) it otherwise accepts and will comply with the conditions set out in this Part B – Conditions of Participation; and
- (e) it will provide additional information in a timely manner as requested by the Organisation to clarify any matters contained in the Offer.

11. Organisation Rights

(a) The Principal (either itself or through the Principal's Contact) reserves the right in its absolute discretion, and without limiting any other rights which the Principal may have whether under these Conditions of Tendering or otherwise, to do any one or more of the following without giving reasons:

- (i) withdraw any RFT;
- (ii) amend these Conditions of Tendering, any other Tender Documents, the scope of the Contractor's Activities or the Works;
- (iii) vary, suspend or terminate the Tender Process;
- (iv) extend the Closing Time;
- (v) change the details for lodgement of Tenders;
- (vi) reject or refuse to consider or evaluate any Tender or all Tenders;
- (vii) discontinue consideration of any Tender;
- (viii) terminate at any time the further participation in the Tender Process by any Tenderer;
- (ix) decline to accept the lowest Tender or any Tender;
- (x) accept any Tender (whether a conforming Tender, Non-Conforming Tender or Alternative Tender);
- (xi) accept or reject the whole of any part of any Tender to the extent, in the case of part-acceptance, that part of the Tender is capable of such partial acceptance;
- (xii) at any time, vary or alter any process or procedure regarding the consideration or the evaluation of any Tender or Tenders (including the evaluation criteria);
- (xiii) adopt different approaches with different Tenderers;
- (xiv) require additional information, clarification or further offers from any one or more Tenderer (but is not obliged to take into account additional information provided);
- (xv) negotiate on any aspect of a Tender before accepting or rejecting any Tender;
- (xvi) invite best and final offers from any one or more Tenderers;
- (xvii) invite further or other persons to tender for the performance of the Contractor's Activities and the Works;
- (xviii) select a Tenderer as a preferred Tenderer, or elect not to select any Tenderer as a preferred Tenderer, or having selected a Tenderer as a preferred Tenderer, terminate that selection and select one or more other Tenderers as preferred Tenderer or preferred Tenderers or negotiate with any Tenderer notwithstanding it has not been selected as a preferred Tenderer (and selection as a preferred Tenderer does not affect or limit the Principal's rights or the Tenderer's obligations under this RFT and is not a representation that a contract will be entered into between the Principal and that Tenderer);
- (xix) negotiate with one or more Tenderers and enter into the Contract without prior notice to any other Tenderer;
- (xx) not proceed with the Contractor's Activities and the Works;
- (xxi) proceed with the Contractor's Activities and the Works on the basis of a different scope of work or on terms different from those stated in the Tender Documents and/or using a different procurement method;
- (xxii) negotiate and enter into a contract with any person (including someone other than a Tenderer) for the performance of the Contractor's Activities and the Works and/or any other work without prior notice to the Tenderer;
- (xxiii) allow any Tenderer to clarify, alter, amend, add to or change its Tender or Associates after the Closing Time, without notifying or offering the same opportunity to other Tenderers;
- (xxiv) in evaluating any Tender or selecting a preferred Tenderer, have regard to:
 - 1. the Principal's and its Associates' knowledge of and previous experience and dealings with any Tenderer or any of its Associates; or
 - 2. information concerning a Tenderer or any of its Associates which is in the public domain or which is obtained by the Principal or its Associates through its or their own investigations;
- (xxv) hold discussions, interviews, meetings or workshops with any one or more Tenderer at any time during the Tender Process;
- (xxvi) issue Addenda or Information Documents;
- (xxvii) suspend or terminate the Tenderer's participation in the Tender Process if the Principal forms the view that the Tenderer or any of their respective Associates has breached these Conditions of Tendering;
- (xxviii) waive any requirement or obligation under these Conditions of Tendering; and
- (xxix) take such other action as it considers, in its absolute discretion, appropriate in relation to the Tender Process.

(b) No Tenderer is entitled to enquire into the basis of the Principal's decisions under clause 15.5(a).

(c) To the extent permitted by law, Tenderers will have no claim against the Principal or the Principal's Contact arising out of the Principal's or the Principal's Contact's exercise, or failure to exercise, any rights or discretions under these Conditions of Tendering.

12. Law

12.1 Governing Law

This RFT process is governed by the Laws of Victoria.

12.2 Compliance with Law

Suppliers must comply with all applicable Laws in preparing and lodging its Offer and in taking part in the RFT process. Any Supplier, if requested by the Project manager, must submit evidence of its compliance with any relevant Laws.

13. Interpretation

13.1 Definitions

Additional Materials	means any of the materials or all of them as specified at Item 9 of Part A.1.
Alternative Offer	means an Offer made by a Supplier as an alternative to their primary Offer. An Alternative Offer may be made by a Supplier as part of their Offer or may be sought by the Organisation following the Closing Time.
Closing Time	means the time specified in Item 5 of Part A.1 by which Offers must be received by the Organisation.
Code of Practice	means a code of practice as defined in, and approved under, the <i>Privacy and Data Protection Act 2014</i> (Vic);
Contracts Publishing System	means the Contracts Publishing System of the Victorian Government for the publication of information about contracts entered into by the Victorian Government and some agencies.
Evaluation Criteria	means the criteria set out at Item 9 of Part A.1.
Information Privacy Principles	means the principles so identified and set out in <i>Privacy and Data Protection Act 2014</i> (Vic);
Intellectual Property Rights	includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
RFT Process	means the process commenced by the issuing of this RFT (be it a request for quote, request for tender or any other process by which the Organisation seeks an Offer for the works) and concluding upon formal announcement by the Organisation of the selection of a preferred Supplier(s) or upon the termination of the process.
Item	means an item of this RFT.
Late Offer	means an Offer deemed to be a late Offer under clause 3.2(a) of Part B.2.
Laws	means: (a) the law in force in Victoria, including common law, legislation and subordinate legislation; and (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities.
Offer	means a document lodged by a Supplier in response to an RFT containing an offer to construct Works in accordance with the RFT. This may also be referred to as a quote, tender, submission, registration or bid.
Organisation	means the government department or agency issuing this RFT. In the case of an aggregated demand procurement, the Organisation is the lead department or agency issuing the RFT.
Organisation Contact	means the person(s) so designated at Item 4 of Part A.1.
Part	means a part of this RFT
Pre-Induction Document	means the Pre-Induction document contained in Part A.3 – <i>Pre-Induction Document</i> .
Project Manager	means the person designated at item 4 of Part A.1.
Proposed Contract	means the agreement and any other terms and conditions contained in or referred to in Part C – <i>Proposed contract</i> .
Representative	means a party and its agents, servants, employees, contractors, associates, Suppliers and anyone else for whom that party is responsible.
Specifications	means any specifications or description of the Organisation's requirements contained in Part A.2 – <i>Specifications</i> .
State	means the Crown in right of the State of Victoria.
Supplier	means any entity that submits an Offer in response to the RFT. A Supplier may also be known as a Supplier, provider, registrant, bidder or supplier.
Works	means the works required by the Organisation to be constructed as stipulated in Part A.2 – <i>Specifications</i> .

13.2 Interpretation

In this RFT, unless expressly provided otherwise:

- (a) The singular includes the plural and vice versa;
- (b) a reference to
 - (i) 'includes' or 'including' means includes or including without limitation;
 - (ii) '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia; and
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) words importing a gender include any other gender;
- (e) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and
- (f) words importing persons include a partnership and a body whether corporate or otherwise.

13.3 Inconsistency

If there is any inconsistency between the documents that comprise this Invitation (Parts A to D), the documents will be interpreted in the following, descending order of precedence:

- (a) the Conditions of Participation in Part A.1 and Part B of this Invitation and any appendices, annexures or attachments;
- (b) the Specification in Part A.2 of this Invitation;
- (c) the Proposed Contract in Part C of this Invitation; and
- (d) Part D of this Invitation and any annexures or attachments,
- (e) so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

14. Tenderer to do

Without in any way limiting what a Tenderer does, a Tenderer must do all of the following prior to submitting its Tender:

- (a) inform itself completely as to:
 - (i) conditions at the Site;
 - (ii) the risks, contingencies and other circumstances which might have an effect on the performance of (including the cost of performing) the Contractor's Activities and the Works;
 - (iii) the Contractor's Activities and the Works and the nature of the work and of the plant, equipment, materials and other items necessary for the performance of the Contractor's Activities and the Works, the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for making deliveries to and from the Site;
 - (iv) the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions) for the Contractor's Activities and the Works;
 - (v) all applicable Laws, taxes, duties, levies, charges, fees and insurance premiums (including compulsory insurance premiums);
 - (vi) all Authority requirements relating to the Contract, the Contractor's Activities and the Works; and
 - (vii) all measures necessary to protect the environment from any adverse effect or damage arising from the performance of the Contractor's Activities and the Works or the existence or operation of the Works;
- (b) prepare its Tender based on its own investigations, interpretations, deductions, information and determinations;
- (c) make its own enquiries to determine the adequacy, accuracy, suitability and completeness of any Tender Document or Information Document;
- (d) satisfy itself as to the correctness and sufficiency of its Tender and that the price offered in its Tender covers the cost of complying with all of its obligations under the Contract and of all matters and inputs necessary for the due and proper performance and completion of its obligations under the Contract; and
- (e) obtain all appropriate professional, commercial and technical advice with respect to the matters referred to in clauses 14(a) and 14 (d) (both inclusive),

and any failure by a Tenderer to do any of those things will not relieve the Tenderer of its obligation to perform and complete the Contractor's Activities and the Works in accordance with the Contract should the Contract be awarded to it.

15. Fair Jobs Code

All suppliers seeking to be considered for procurements of \$1million or greater, must hold a Fair Jobs Code Pre-Assessment certificate as a pre-condition to eligibility. More information can be found here: <https://www.buyingfor.vic.gov.au/fair-jobs-code>

Part C – Proposed Contract

Refer to Tenderlink portal

Part D – The Offer

Refer to Tenderlink portal