

**REQUEST FOR TENDER - RFT # Electrical17/19**

**Request for Tender (RFT)**

***Mansfield District Hospital***

<b>Request for Tender title:</b>	<b><i>Electrical Services</i></b>
<b>Reference number:</b>	<b><i>Electrical17/19</i></b>
<b>Date of issue:</b>	<b><i>15/06/2017</i></b>

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## Introduction

### The opportunity

Mansfield District Hospital is responsible for ensuring high standards of health care in general medicine, surgery, obstetrics, geriatrics, paediatrics, urgent care, community health and paramedical services. To be responsive to the total health care needs of the community by providing a base for community health support groups, community education and health promotion programs in cooperation with other community based health care providers.

*The health service is requesting interested parties to tender for the opportunity to provide preventative and reactive electrical services to ensure we can continue to provide high quality health care. This information is outlined in Part A.2- Specifications*

### Structure of Request for Tender

This Request for Tender comprises the following documents:

- Introduction – contains an overview of the opportunity presented;
- Part A – The Request for Tender
  - A.1 – About this Request for Tender provides establishment details about the procurement opportunity;
  - A.2 – Specifications provides the technical requirements for the goods and/or services in respect of which the health service invites offers;
- Part B – Conditions of participation sets out the conditions applying to the Request for Tender and the Request for Tender process;
- Part C – Proposed contract sets out the proposed terms and conditions that will apply to the provision of the goods and/or services as set out in Part A.2 – Specifications; and
- Part D – The offer specifies the information to be provided in an offer and may also specify any information to be provided by an invitee by other means. This part may be in a template format for completion.

### Conditions

- (a) All invitees wishing to participate in this Request for Tender process for the supply of goods and/or services must comply with the conditions contained within:
  - (i) Part A.1 – About this Request for Tender; and
  - (ii) Part B – Conditions of participation
- (b) By submitting an offer, the invitee agrees to be bound by these conditions.
- (c) The conditions contained in this Request for Tender apply to:
  - (i) the Request for Tender and any other information given, received or made available in connection with the Request for Tender, including any additional materials, revisions, addenda;
  - (ii) the Request for Tender process; and
  - (iii) any communications (including any briefings, presentations, meetings or negotiations) relating to the Request for Tender or the Request for Tender process.

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## Part A – The Request for Tender

### A.1 – About this Request for Tender

#### 1. Establishment details

Request for Tender title	<i>Electrical Services 1/7/2017 – 30/06/2019</i>
Request for Tender reference number	<i>Electrical17/19</i>

#### 2. Health service details

Health service name	<i>Mansfield District Hospital</i>
Health service address	<i>53 Highett Street Mansfield</i>

#### 3. Registration

*[Registering details of invitees will assist with communication throughout the Request for Tender process. If applicable, detail the location for registration. Otherwise mark as 'not applicable'.]*

Registration location	<i>53 Highett Street Mansfield</i>
Health service address	<i>53 Highett Street Mansfield</i>

#### 4. Health service contact

Project manager	<i>[Generally two contact points should be nominated]</i>
Name:	<i>Melanie Green</i>
Position title:	<i>Director of Operations</i>
Business unit	<i>Executive</i>
Contact details:	<i>03 5775 8800</i>

Second contact person	<i>[Generally two contact points should be nominated]</i>
Name:	<i>Neil Allen</i>
Position title:	<i>Engineering Services Manager</i>
Business unit	<i>Engineering</i>
Contact details:	<i>03 5775 8800</i>

#### 5. Closing time

Closing time	
<i>Australian Eastern Standard time</i>	<i>Monday 3<sup>rd</sup> July 2017 5:00pm</i>

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### 6. Lodgement details

Hardcopy lodgement	
Location of Tender Box	Mansfield District Hospital - Reception
Hours of access to Tender Box	8.30 – 5.00pm
Access restrictions (if any)	
Information to be marked on package containing the offer	Confidential Electrical Services To: Melanie Green
Other requirements	<i>2 Copies required</i>

### 7. Briefing session

No briefing sessions are planned for this Request for Tender.

### 8. Indicative timetable

This timetable is an indication of the timing of the Request for Tender process and may be changed by the health service in accordance with Part B – Conditions of participation, more specifically 5.1(c) of B.2 Victorian government requirements.

Activity	Date
Request for Tender issued	21 <sup>st</sup> June 2017
Request for Tender briefing (if applicable)	NA
End of period for questions or requests for information (see clause 2.2 of Part B.2)	NA
Closing time for offers (see clause 3.3 of Part B.2)	<i>3<sup>rd</sup> July 2017@ 5.00pm</i>
Intended completion date of short listing process	6 <sup>th</sup> July 2017
Intended completion date for evaluation of offers	6 <sup>th</sup> July 2017
<b>Negotiations with invitee(s) (if applicable)</b>	
Intended date for formal notification of successful Invitee(s)	7 <sup>th</sup> July 2017
Intended date for execution of Proposed contract(s)	7 <sup>th</sup> July 2017
Intended contract commencement date	10 <sup>th</sup> July 2017

### 9. Additional materials

The following information may assist with the development of an offer in response to this Request for Tender.

Item	Description	Location

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## 10. Victorian Industry Participation Policy

Through its Victorian Industry Participation Policy (VIPP), the Victorian Government is committed to improving opportunities for local suppliers to create more new jobs and grow the economy.

The VIPP ensures that small and medium size enterprises (SMEs) are given a full and fair opportunity to compete for government contracts, such as hospitals, schools and road projects, while still achieving value for money.

More information can be found at [http://economicdevelopment.vic.gov.au/victorian-industry-participation-policy#utm\\_source=dsdbi-vic-gov-au&utm\\_medium=vanity-url-301ssredirect&utm\\_content=vipp&utm\\_campaign=about-us](http://economicdevelopment.vic.gov.au/victorian-industry-participation-policy#utm_source=dsdbi-vic-gov-au&utm_medium=vanity-url-301ssredirect&utm_content=vipp&utm_campaign=about-us)

## 11. Evaluation criteria

Offers will be assessed in accordance with Part B – Conditions of Participation, more specifically clause 5 of Part B.2.

In evaluating offers, the health service will have regard to:

- (a) specific evaluation criteria identified in the list below including mandatory requirements, if applicable;
- (b) the overall value for money proposition presented in the offer; and
- (c) the particular weighting assigned to any or all of the criteria in the table below (noting that any criteria for which a weighting has not been assigned should be assumed to have equal weighting.)

The following general evaluation criteria are weighted and scored.

Evaluation criteria	Weighting
(a) Professional competence	30
– Compliance with specifications	
– Capability	
– Past performance and current work	
– Customer services	
– Strategic	
– Innovation	
– Technical	
(b) Commercial	25
– Financial viability	
– Risk and insurance	
– Compliance with Proposed contract	
– Conflict of interest	
(c) Financial	30
– Costing	
(d) Environmental commitments	5
– Environmental policy	
– Environmental management system and environmental approach	
(e) Victorian Industry Participation Policy	10
<i>[The content for this section will be determined by the nature of the procurement activity. Refer to the 'Model RFT and Contract Clauses' document available at <a href="http://dsdbi.vic.gov.au/vipp">http://dsdbi.vic.gov.au/vipp</a> to determine the appropriate content.]</i>	

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## 1. Obligation of the Contractor

It will be incumbent for the Contractor to familiarise themselves with all relevant policies and procedures of MDH and to comply fully with the same.

The requirements of this tender, follow that the contractor shall provide full business registration number and current Insurances.

The Tenders selected for consideration may be required to allow a representative from MDH to inspect their work, prior to a successful Tender being selected.

## 2. Insurance & Indemnity

The Contractor will be required to provide MDH with details of all relevant public and other liability insurance prior to the commencement of work/contract. The contractor is required to notify MDH of any changes to these details during the course of the contract.

The Contractor will have an obligation to indemnify the Health Service. The Contractor must undertake maintaining all relevant insurances as are necessary to indemnify the Contractor and MDH against the costs associated with any liability which may be incurred by the Contractor under this contract. This applies to any subcontractors of the contractor.

## 3. Pricing

The Tender cost is to include all travel costs (eg: fuel levy etc.) incurred by the Contractor when visiting the sites. The tender cost is to **exclude GST**. Any extra charges are to be clearly identified in the Tender document. Variation to Tender prices require one months' notice in writing including the actual date of effect.

If unable to supply any contract item, one of the same quality and original Tender price may be substituted subject to prior approval by the Director of Operations or other authorised agent.

## 4. Termination

MDH reserves the right to cancel this contract for any irregularity, discrepancy or lack of quality in service or supplies. Both parties must have attempted to mediate the situation. If termination is warranted, then written notice of three months must be given.

## 5. Performance

Services must be performed within timeframes specified based on the work being performed. All contractors must sign in at the Front reception (in business hours) and with the Grade 5 Nurse in Charge (out of hours) prior to commencement of service.

## 6. General

The lowest or any tender will not necessarily be accepted.

It is expected that the successful tenderer may be requested to participate in Mansfield District Hospital Quality Improvement Program.

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## A.2 – Specifications

The preventative services will include:

- Emergency lighting tests - 6 monthly
- Exit lights - 6 monthly
- Security lighting - 6 monthly
- Test and tagging (all areas, all equipment including lead replacement) – 3 monthly
- Theatre lighting backup – 6 monthly
- Non – “body protected” area safety switch testing (load bank testing) – 12 monthly
- Check UV lamps – 3 monthly
- Replacement UV lamps – 12 monthly
- Phone and internet connection – as required

COST PER HOUR                    \$

INDICATIVE NUMBER OF HOURS OF PREVENTATIVE MAINTENANCE    \$

Reactive maintenance services will include:

- Ability to be onsite within:
  - 1-2 hours for urgent high priority services (Essential service breakdown ie: equipment /lighting failure)
  - Within the day for medium priority services (light fitting failure)
  - Within 5 working days for low priority services (identified non urgent works)

If the cost of reactive maintenance is above \$1000.00 then a written quote must be provided prior to works commencing.

COST PER HOUR FOR REACTIVE MAINTENANCE                    \$

COST PER OUT OF HOURS CALL FOR REACTIVE ELECTRICAL SERVICES MAINTENANCE                    \$

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## Part B – Conditions of participation

### B.1 –Mansfield District Hospital specific requirements

#### 1. Complaints procedure

##### **Procurement Complaints Procedure**

Suppliers and other interested parties are encouraged to complain if they are dissatisfied or feel aggrieved by a procurement practice, process or outcome.

All complaints will be handled with principles of fairness, accessibility, responsiveness and efficiency.

Complaints are treated confidentiality and there will be no adverse repercussions for a complaint.

There is no financial charge for making procurement complaint.

Complaints are valued by Mansfield District Hospital because they help it to improve its policies, systems and service delivery.

Procedure:

Procurement complaints should as a minimum:

1. Be made in writing by letter or email
2. Contain the complainants name and address and the name and ABN of the Supplier of other interested party they represent;
3. Include any supporting information and evidence; and
4. Be lodged marked "Procurement Complaint" at the following;

Post:

Chief Executive Officer

Mansfield District Hospital

P.O. Box 139

Mansfield Vic 3724

Email:reception.main@mdh.org.au

All procurement complaints will be acknowledged by Mansfield District Hospital in writing within 3 working days from the receipt of the complaint.

Complaints will be investigated in a time frame that reflects the urgency of the complaint. In general, non-urgent complaints shall be investigated within 14 business days from receipt of the complaint. This time frame may vary depending on the complexity of the complaint and the availability of the investigative resources. Urgent complaints will have an investigation commenced within five business days from receipt of the complaint at Mansfield District Hospital.

Referring a complaint to the Health Purchasing Victoria Board for review:

A complaint can refer a complaint to the HPV Board for review if not satisfied with the findings and actions of Mansfield District Hospital. This could be related to the management of the complaint or the application of the Health Purchasing Policies.

Complaints submitted to the HPV Board must be lodged by letter, email or fax within 10 working days of the receipt of the findings by Mansfield District Hospital to:

The Chair

HPV Board

Health Purchasing Victoria

Level 34, 2 Lonsdale Street

MELBOURNE VIC 3000

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The complaint must provide the following material:

1. Evidence that the mandated health service did not correctly apply Health Purchasing Policies in relation to a procurement activity;
2. Evidence that Mansfield District Hospital complaints management procedures were not applied correctly;
3. A copy of all relevant correspondence between the complainant and Mansfield District Hospital in relation to the nature of the complaint;
4. Any additional material requested by the HPV Board to assist in its findings.

For more information on Health Purchasing Victoria.

Health Purchasing Victoria  
Level 34, Casselden Place  
2 Lonsdale Street  
Melbourne, 3000  
Phone: (03) 9947 3700  
Fax: (03) 9947 3701  
<https://www.hpv.org.au>

2. Location of the Tender Box  
Located at MDH Reception
3. Insert details here of any additional health service specific conditions of participation

### B.2 – Victorian government requirements

#### 1. Request for Tender

##### 1.1. Request for Tender

- (a) Legal entities, companies, consortiums and alike are invited to submit a proposal for the provision of goods and/or services as set out in Part A.2 – Specifications.
- (b) Nothing in this Request for Tender 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 supply of the goods or services will exist between the health service and any invitee unless and until the health service 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 Request for Tender may only use it, and the information contained in it, in compliance with the conditions contained in Part A.1 and Part B.

##### 1.2. Accuracy of Request for Tender

- (a) The health service does not warrant the accuracy of the content of this Request for Tender and will not be liable for any omission from the Request for Tender documents.
- (b) If an invitee finds any discrepancy, ambiguity, error or inconsistency in the Request for Tender or any other information provided by the health service (other than minor clerical matters), the invitee must immediately notify the health service in writing, so that there is fair opportunity to consider what corrective action is necessary (if any).

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- (c) If there is any inconsistency between any of the documents, or parts of the documents constituting this Request for Tender, the Project manager will determine the order of precedence. The Project manager will notify all invitees in writing where a determination is made pursuant to this clause 1.2(c).

### 1.3. Additions and amendments

The health service reserves the right to change any information and/or to issue addenda to the Request for Tender before the closing time. Where the health service exercises its right to change information in accordance with this clause 1.3, the health service may seek amended offers from invitees and may amend the closing time to allow invitees sufficient time to amend their offer.

### 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. Invitees should familiarise themselves with the Additional materials.

### 1.5. Representation

No representation made by or on behalf of the health service in relation to this Request for Tender (or its subject matter) will be binding on the health service unless the representation is expressly incorporated into the contract(s) ultimately entered into between the health service and an invitee.

### 1.6. Licence to use Intellectual Property Rights

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

Such Intellectual Property Rights as may exist in the Request for Tender and any other documents provided to the invitees by or on behalf of the health service in connection with the Request for Tender process are owned by (and will remain the property of) the health service except to the extent expressly provided otherwise.

### 1.7. Confidentiality

- (a) The health service may require persons and businesses wishing to access or obtain a copy of the Request for Tender or certain parts of it, or any Additional materials, to execute a deed of confidentiality (in a form required by or satisfactory to the health service) 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 Request for Tender, invitees obtaining or receiving the Request for Tender must keep the content of the Request for Tender and such other information confidential and not disclose or use that information except as required for the purpose of developing an offer in response to the Request for Tender.

## 2. Communication

### 2.1. Communication protocol

All communications relating to this Request for Tender and the Request for Tender 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 Request for Tender or the Request for Tender process must be submitted to the Project manager in writing at least five days prior to the closing time.
- (b) The health service is not obliged to respond to any question or request.
- (c) The health service may make available to other prospective invitees details of such a question or request together with any response, in which event those details shall form part of this Request for Tender.

### 2.3. Briefing session

The health service will hold briefing sessions at the location(s) and time(s) specified in Item 7 of Part A.1. An invitee must attend the briefing session if it is specified as 'mandatory'. If an invitee fails to attend a mandatory briefing session, the health service may disqualify the invitee from further participating in the Request for Tender process.

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### **2.4. Unauthorised communication**

- (a) Communications (including promotional or lobbying activities) with staff of the health service or consultants assisting the health service with the Request for Tender process are not permitted during the Request for Tender 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 health service to the extent that such communications do not relate to this Request for Tender or the Request for Tender process.
- (c) Invitees 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 Request for Tender process in any way. Such activities or assistance may, in the absolute discretion of the health service, lead to disqualification of an invitee.

### **2.5. Anti-competitive conduct**

- (a) Invitees and their representatives must not engage in any collusive, anti-competitive or similar conduct with any other invitee or person in relation to:
  - (i) the preparation, content or lodgement of their offer;
  - (ii) the evaluation and clarification of their offer; and
  - (iii) the conduct of negotiations with the health service.
- (b) In addition to any other remedies available to it under law or contract, the health service may, in its absolute discretion, immediately disqualify an invitee that it believes has engaged in such collusive or anti-competitive conduct.

### **2.6. Consortia and trustees**

Where the invitee is a member of a consortium, the offer must stipulate which part(s) of the goods and/or services that each entity comprising the consortium would provide and how the entities would relate to each other to ensure full provision of the required goods or service. 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 Request for Tender.

### **2.7. Complaints about this Request for Tender**

An invitee with a complaint about this Request for Tender or the Request for Tender process which has not been resolved in the first instance with the Project manager must follow the complaints process of the health service as detailed in Item 1 of Part B.1.

### **2.8. Conflict of interest**

- (a) Invitees and their representatives must not place themselves in a position that may give rise to an actual, potential or perceived conflict of interest between the interest of the health service and the invitee's interests during the Request for Tender process.
- (b) Invitees are required to disclose any conflicts of interest in their offer and also notify the health service if any conflict of interest arises after lodgement of their offer.
- (c) The health service may disqualify an invitee from the Request for Tender process if the invitee fails to notify the health service of any conflict of interest.

## **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 6 of Part A.1. The closing time may be extended by the health service in its absolute discretion. Where the health service extends the closing time, it will provide written notice to invitees.
- (b) All offers lodged after the closing time will be recorded by the health service. The determination of the health service as to the actual time that the invitee's response is lodged is final.

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- (c) Where this Request for Tender requires or permits offers to be lodged via the internet through the website nominated at Item 6 of Part A.1:
  - (i) invitees must submit documentation that has been virus checked and is free from viruses; and
  - (ii) invitees are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.
- (d) Where this Request for Tender requires or permits offers to be lodged in hard copy, packages containing the offer must be marked with the information set out in Item 6 of Part A.1 and must be placed in the Tender Box at the address which is set out in Item 6 of Part A.1. Failure to do may result in disqualification from the Request for Tender process.

### 3.2. Late offers

- (a) If an offer is lodged after the closing time, it may be disqualified from the Request for Tender process and may be ineligible for consideration unless:
  - (i) the invitee can clearly document to the satisfaction of the health service that an event of exceptional circumstances caused the offer to be lodged after the closing time; and
  - (ii) the health service is satisfied that accepting a late submission would not compromise the integrity of the market approach.
- (b) The determination of the health service as to the actual time that the invitee's response is lodged is final. All offers lodged after the closing time will be recorded by the health service.
- (c) The health service will inform an invitee whose offer was lodged after the closing time of their ineligibility for consideration.

### 3.3. Providing an offer

It is the responsibility of all invitees to:

- (a) understand the requirements of the Request for Tender, the Request for Tender process, any reference documentation or other information in relation to the Request for Tender;
- (b) ensure that their offer addresses all the information fields in Part D with the information requested, 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 Request for Tender and the Request for Tender process;
- (d) ensure that they comply with all applicable laws with regard to preparing their offer and participating in the Request for Tender 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 its offer, any subsequent negotiation, and any future process connected with or relating to the Request for Tender process;
- (f) ensure that offers remain 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 health service and the invitee);
- (g) ensure that the 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 invitee stating that it wishes to discuss or negotiate any commercial terms of the Proposed contract;
- (h) ensure the offer includes a GST exclusive price, the GST payable and the total cost for the goods and/or services; and
- (i) provide additional information in a timely manner as requested by the health service.

### 3.4. Errors in an offer

If an invitee identifies an error in their offer (excluding clerical errors which would have no bearing on the evaluation) they must promptly notify the health service.

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The health service may permit an invitee 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 health service 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 health service. The invitee will retain all ownership rights in any intellectual property contained in their offer however each invitee, by submission of their offer, is deemed to have granted a licence to the health service to reproduce the whole, or any portion of their offer for the purposes of enabling the health service to evaluate the offer.

## **4. Compliance with specifications and proposed contract**

### **4.1. Compliance statement**

Invitees are required to provide a statement of its compliance with Part A.2 – Specification 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 health service will evaluate all offers complying with the conditions of this Request for Tender, including late offers where the health service is satisfied of the matters referred to in Item 3.2 of Part B.2.
- (b) The health service will evaluate offers in accordance with the valuation criteria stipulated at Item 11 of Part A.1. In the event that one or more of the evaluation criteria are subjective, then the health service reserves the right to exercise discretion.
- (c) An offer from an invitee will not be deemed to be unsuccessful until such time as the invitee is formally notified of that fact by the health service.
- (d) The health service may in its absolute discretion:
  - (i) reject an offer that does not include all the information requested or is not in the format required;
  - (ii) after concluding a preliminary evaluation, reject any offer that in its opinion is unacceptable;
  - (iii) disregard any content in an offer that is illegible without any obligation whatsoever to seek clarification from the invitee;
  - (iv) disqualify an incomplete offer or evaluate it solely on the information contained within the offer;
  - (v) alter the structure and/or the timing of the Request for Tender or the Request for Tender process;
  - (vi) vary or extend any time or date specified in the Request for Tender for any or all invitees;
  - (vii) elect not to appoint any invitee or enter into a contract with any invitee;
  - (viii) cease to proceed with or suspend the Request for Tender process prior to the execution of a formal written contract;
  - (ix) consider alternative offers; or
  - (x) call for new offers.

### **5.2. Clarification of an Offer**

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

### **5.3. Discussion with invitees**

The health service may:

- (a) negotiate with one or more invitees and allow any invitee to vary its offer;

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- (b) interview, negotiate or hold discussions with any invitee or prospective invitee on any matter contained (or proposed to be contained) in an offer to the exclusion of others; or
- (c) request some or all invitees to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.

### 6. Preferred invitee

#### 6.1. No legally binding contract

Selection as a preferred invitee does not give rise to a contract (express or implied) between the preferred invitee and the health service for the supply of goods and/or services. No legal relationship will exist between the health service and the preferred invitee until such time as a binding contract is executed by both parties.

#### 6.2. Pre contractual negotiations

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

### 7. Disclosure requirements

#### 7.1. Disclosure of offer contents and offer information

Offers will be treated as confidential by the health service. 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) to external consultants and advisers of the health service engaged to assist with the Request for Tender process; or
- (d) general information from invitees required to be disclosed by government policy.

#### 7.2. Unreasonable disadvantage

In determining whether disclosure of specific information will expose an invitee's business unreasonably to disadvantage, the invitee should consider s34(2) of the FOI Act. Broadly, the invitee 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. Victorian Industry Participation Policy (VIPP)

VIPP applies to procurement over \$1 million in regional Victoria and over \$3 million in metropolitan Melbourne or state wide activities. Information about the policy can be viewed at <http://dsdbi.vic.gov.au/vipp> . If this policy applies, short-listed invitees will be required to provide additional information and requirements will be detailed in Item 10 of Part A.1.

### 9. Invitee warranties

By submitting an offer, an invitee 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 health service or its Representatives other than any statement, warranty or representation expressly contained in the Request for Tender;
- (b) it has examined this Request for Tender, and any other documents referenced or referred to herein, and any other information made available in writing by the health service to invitees for the purposes of submitting an offer;

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- (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 rules set out in this Part A.1- About this Request for Tender and Part B – Conditions of Participation; and it will provide additional information in a timely manner as requested by the health service to clarify any matters contained in the offer.

### 10. Health service rights

Notwithstanding anything else in this Request for Tender, and without limiting its rights at law or otherwise, the health service reserves the right, in its absolute discretion at any time, to:

- (a) vary or extend any time or date specified in this Request for Tender for all or any invitees; or
- (b) terminate the participation of any invitee or any other person in the Request for Tender process.

### 11. Law

#### 11.1. Governing Law

This Request for Tender process is governed by the Laws.

#### 11.2. Compliance with Law

Invitees must comply with all applicable Laws in preparing and lodging its offer and in taking part in the Request for Tender process.

Any invitee, if requested by the Project Manager, must submit evidence of its compliance with any relevant Laws.

### 12. Interpretation

#### 12.1. 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 an invitee as an alternative to their primary offer. An Alternative offer may be made by an invitee as part of their offer or may be sought by the health service 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 health service.
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 11 of Part A.1.
Goods	means the goods or other products required by the health service as set out in Part A.2 – <i>Specifications</i> .
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.
Request for Tender	means the opportunity set out in each of the documents identified in the Introduction to the Request for Tender including this Part B – <i>Conditions of Participation</i> , the Request for Tender process, any Additional Materials and any other documents so designated by the health service.
Request for Tender process	means the process commenced by the issuing of this Request for Tender (be it a request for quote, request for tender or any other process by which the health service seeks an offer for the supply of goods and or services) and concluding upon formal announcement by the health service of the selection of a preferred invitee(s) or upon the termination of the process.
Invitee	means any entity that submits an offer in response to the Request for Tender. An

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	invitee may also be known as a tenderer, provider, registrant, bidder or supplier.
Item	means an item of this Request for Tender.
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 an invitee in response to an Request for Tender containing an offer to provide goods and or services in accordance with the Request for Tender. This may also be referred to as a quote, tender, submission, registration or bid.
Health service	means the health service or agency issuing this Request for Tender. In the case of an aggregated demand procurement, the health service is the lead agency issuing the Request for Tender.
Health service contact	means the person(s) so designated at Item 4 of Part A.1.
Part	means a part of this Request for Tender
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, invitees and anyone else for whom that party is responsible.
Services	means the services required by the health service as stipulated in Part A.2 – <i>Specifications</i> .
Specifications	means any specifications or description of the health service’s requirements contained in Part A.2 – <i>Specifications</i> .
State	means the Crown in right of the State of Victoria.
Tender box	a secure location within which offers are placed.

### 12.2. Interpretation

In this Request for Tender, 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.

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## Part C – Proposed contract

### CONTRACT MANAGEMENT PLAN

TITLE:	Mansfield District Hospital – Electrical Services
REQUEST NUMBER:	
PROJECT CONTACT PERSON:	
Name:	Neil Allen
Telephone:	03 5775 8800
Email:	n.allen@mdh.org.au

Contract	Details
Contract Recordkeeping	File Number.
Approval and review of this plan	Financial Delegate that approved this plan: CAMERON BUTLER Date of approval: 15/06/2017 Arrangements for reviewing and updating this plan:
Contractor	Name: ABN: Address: Contractor Representative: Position: Telephone: Facsimile: Email: Small to Medium Enterprise: Yes/No
Contract Details	<p><i>The preventative services will include:</i></p> <ul style="list-style-type: none"> <li>• <i>Emergency lighting tests - 6 monthly</i></li> <li>• <i>Exit lights - 6 monthly</i></li> <li>• <i>Security lighting - 6 monthly</i></li> <li>• <i>Test and tagging (all areas, all equipment including lead replacement) – 3 monthly</i></li> <li>• <i>Theatre lighting backup – 6 monthly</i></li> <li>• <i>Non – “body protected” area safety switch testing (load bank testing) – 12 monthly</i></li> <li>• <i>Check UV lamps – 3 monthly</i></li> <li>• <i>Replacement UV lamps – 12 monthly</i></li> <li>• <i>Phone and internet connection – as required</i></li> </ul> <p><i>COST PER HOUR                    \$</i></p> <p><i>INDICATIVE NUMBER OF HOURS OF PREVENTATIVE MAINTENANCE                    \$</i></p> <p><i>Reactive maintenance services will include:</i></p> <ul style="list-style-type: none"> <li>• <i>Ability to be onsite within:</i></li> </ul>



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Contract	Details
	<ul style="list-style-type: none"> <li>The Service Provider will report any issues relating to the Contract or the Conditions of the Contract to the Contract Manager as soon as practicable</li> </ul>
Communication Protocols	<ul style="list-style-type: none"> <li>The Contract Manager will meet with the Service Provider 6 monthly</li> </ul>
Risk Assessment and Review	<p>A risk assessment and review will be conducted by the Health Service 6 months into this contract to ensure that the terms and conditions listed are being met.</p>
Contractor Performance Assessment	<ul style="list-style-type: none"> <li>Analysis of preventative and reactive plumbing works completed</li> <li>Feedback from Mansfield District Hospital staff on the effectiveness of the service</li> </ul>
Lessons learned	<p>If Health Purchasing Victoria enters into a contract in respect of the Good and or Services which may apply to any or all Victorian public hospitals, denominational hospitals, private-operated hospitals and/or metropolitan health services (as listed in schedules 1, 2, 4 and 5 of the Health Services Act 1988 ("the state-wide contract"), then;</p> <ul style="list-style-type: none"> <li>The hospital may give notice to the Service Provider that it wishes to purchase the Goods on the same terms and conditions of the State wide contract from a future specified date; and</li> <li>This Agreement shall end on the date specified by the Hospital; and</li> <li>The Service Provider shall have no claim against the hospital or its agents, employees, officers or servants in respect of this Agreement ending or the Hospital exercising rights under this clause.</li> </ul>
Cost of Additional Services	<ul style="list-style-type: none"> <li>Hourly rate (Inc. GST)</li> <li>Minimum call out (hrs)</li> <li>Out of hours rate (hrs)</li> </ul>
Service Provider's staff	<p>Nominated Staff</p> <p>(a) <b>The Services must be performed by the referenced staff</b></p> <p>(b) <b>If the referenced staff are unavailable or otherwise unable to provide the Services, the Service Provider must promptly notify the Health Service of that fact and provide details of alternate, suitably qualified and experienced staff to replace the persons</b></p> <p>(c) <b>The Health Service must notify the Service Provider in writing within two Business Days as to whether or not it accepts the Replacement Staff proposed by the Service Provider. The Service Provider acknowledges and agrees that the Health Service will be under no obligation to accept any person proposed by the Service Provider if the Health Service is not satisfied as to the qualifications and experience of such person.</b></p> <p>Staff Screening</p> <p>(a) <b>The Service Provider must, at its cost:</b></p> <p>(i) Obtain the statutory declarations required by the Accountability Principles 1998 (Cth) if a staff member is to provide services to aged care recipients;</p> <p>(ii) Require its staff to notify it immediately if any staff involved in the provision of the Services:</p> <p>(A) Are under investigation for a criminal offence, whether in Australia or outside Australia;</p> <p>(B) Have been charged with a criminal offence (other than a minor traffic offence) and is awaiting the final court outcome, whether in Australia or outside Australia;</p> <p>(C) Have been found guilty of a criminal offence (other than a minor traffic offence), whether in Australia or outside Australia; or</p> <p>(D) Have had a criminal offence (other than a minor traffic offence) proven against them, whether in Australia or outside Australia; and</p>

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Contract	Details
	<p>(E) Not, without the written consent of the relevant Ordering Participating Health Service, knowingly allocate any staff to perform the Services at that Health Service if: the staff have notified the Service Provider under paragraph 1.1.1(a)1.1.1(a).</p> <p>(b) <b>The Service Provider consents and authorises the Health Service to obtain Police Checks from the Victorian Police, for staff involved in the provision of the Services.</b></p> <p>1.1 If the Health Service asks the Service Provider to provide the Services that involve child-related work, the Service Provider must satisfy that Health Service that the relevant staff of the Service Provider have passed a working with children check in accordance with the Working with Children Act 2005 (Vic).</p> <p>1.2 If the Health Service reasonably believes that any staff of the Service Provider pose an unacceptable risk to that Health Service or its staff or patients, that Health Service:</p> <ul style="list-style-type: none"> <li>(i) May request re-education or re-deployment of the staff member(s);</li> <li>(ii) May refuse to allow the person to perform the Services; and</li> <li>(iii) May require the Service Provider to remove the person from its premises at the Service Provider's expense.</li> </ul>

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## Part D – The offer

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