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**Request for Tender**

**RFT No.: WPCA-AMRF-22-038**

**RFT Title: Confocal Microscope and Optical/Digital Microscope**

**for the Advanced Manufacture Research Facility (AMRF)**

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| --- |
| **DETAILS TABLE** |
| **Issue Date**  | **Tuesday, 28 March 2023** |
| **RFT Reference Number** | **WPCA-AMRF-22-038** |
| **Closing Date and Time**  | **Wednesday, 26 April 2023 5:00pm AEST** |
| **RfX Enquiry Cut Off**  | **Tuesday, 18 April 2023 5:00pm AEST** |
| **Lodgement Method** | NSW etendering  |
| **Tender Validity Period** | 120 calendar days after the Closing Date and Time |
| **RFT Contact:** | **General Queries:**WPCA Procurement Attention Stephanie GerardiniAssociate Director AMRF atProcurement@wpca.sydney**eTendering system queries:**email: nswbuy@treasury.nsw.gov.au phone: 1800 NSW BUY 1800 679 289  (International + 61 2 9372 8333) |
| **Validity Period of Tender Responses** | 120 days |
| **Contract** | The proposed Contract to be entered into between the Authority and the successful Respondent will be issued.  |
| **Response Format** | Word and pdf or MS Project where relevant |

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1. : Conditions

# **Definitions**

Unless the context indicates otherwise, the following terms, where used in this RFx, have the meanings set out below.

|  |  |
| --- | --- |
| **Addendum** | means an addition to this RFx made by the Authority before the Closing Time and Date. |
| **Alternative Response** | a Non-Conforming Response that is intended to offer a different method of meeting the object and intent of the Requirements. |
| **Closing Time and Date** | means the closing time and date for receipt of RFx Responses specified in the Key Dates. |
| **Conditions** | means Part A of this RFT. |
| **Contract** | means the contract to be entered into between the Authority and the successful respondent for the provision of the Deliverables as described in item 10 of Subpart 1 of the Conditions.  |
| **Authority** | means Western City and Aerotropolis Authority  |
| **Deliverables** | means the goods or services sought under this RFx, as detailed in the Requirements. |
| **Key Dates** | means the dates set out in items 3 to 7 of Subpart 1 of the Conditions. |
| **Non-Conforming Response** | means a Response that does not conform in all aspects to all mandatory requirements in the Requirements or the Contract. |
| **NSW Government and Authority Policies** | means NSW Government and Authority policies as added to and changed from time to time. NSW Government procurement policies including the NSW Procurement Board's Procurement Policy Framework can be viewed at: http://www.procurepoint.nsw.gov.au/policies/nsw-government-procurement-information |
| **Respondent** | means the respondent to this RFx. |
| **Requirements** | means the detailed description of the goods and services contained in Part B. |
| **Response** | means the response document to be completed by the Respondent contained in Part C. |
| **RFx** | means this request for quotation/tender/proposal (including any Addenda). |
| **WPCA** | means Western Parkland City Authority (84 369 219 084) of Level 2, 10 Valentine Avenue Parramatta NSW 2150  |
| **Validity Period** | means the validity date specified in the Other Details. |

# **General**

## Conditions

Each RFx Response should be submitted in accordance with:

* + - * 1. these Conditions.
				2. the mandatory requirements set out in the Requirements (except in the case of an Alternative Response delivered in accordance with section 5.1(b));
				3. all other attachments to this RFx; and
				4. any additional terms and conditions that the Authority may notify on the Website, or otherwise provide to the Respondent in connection with this RFx, otherwise the Authority may not consider the RFx Response or may reject it on that basis.

## Respondent to inform itself

By submitting a RFx Response, the Respondent acknowledges that:

* + - * 1. it has examined all information relevant to the risks and contingencies and other circumstances having an effect on the RFx Response; and
				2. it has satisfied itself:

that the RFx Response, including all price information, is correct and complies with section above; and

that it is financially and practically viable for it to provide the Deliverables.

## Validity Period

Any RFx Response submitted by the Respondent will remain open for acceptance by the Authority for the Validity Period.

## Prescribed form of RFx Response

* + 1. The RFx Response must comprise a completed Response and include any attachments to the Response as may be necessary. Any attachments should be labelled to identify those numbered paragraphs of the Requirements to which they relate.
		2. If a Contract is attached to the RFx document, the Respondent must confirm agreement with the terms of the Contract or indicate in the RFx Response which provisions of the Contract it does not agree with or cannot comply with.
		3. Prices, responses and other information provided in the RFx Response are to be in writing and in English. All pricing information must be in Australian dollars and be expressed exclusive of GST.

## Discrepancies, errors or omissions

The Respondent should notify the WPCA Procurement in writing on or before the Closing Time and Date if it finds any discrepancy, error or omission in this RFx.

## Inconsistencies

If there is inconsistency among any of the parts of this RFx, the following order of priority will apply so that the higher ranked document will prevail to the extent of the inconsistency:

* + 1. any Addenda (in date order for multiple Addenda); then
		2. the Requirements; then
		3. the Contract; then
		4. these Conditions.

## Respondent’s risk

The Respondent acknowledges it is participating in this RFx at its sole risk and cost and that the Authority is not liable to it for any expenses or costs incurred by it in connection with this RFx, including where the RFx has been discontinued.

## The Authority's rights

The Authority, at its absolute discretion, may discontinue the RFx process; reject any Response; decline to issue any contract; or procure the Deliverables separately from this RFx process.

## Respondent eligibility

2.9.1 Legal entity of Respondent

* + 1. The Respondent may only submit a RFx Response if it is a legal entity with the capacity to enter into and perform the Contract.
		2. The Authority may ask the Respondent to provide evidence of its legal status or capacity to enter into and perform the Contract. If the Respondent proposes to contract in its capacity as a trustee, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

2.9.2 Financial capability of Respondent

If, in the opinion of the Authority, the Respondent does not have appropriate financial capability, the Authority reserves the right to:

* + - * 1. reject any RFx Response of the Respondent; or
				2. accept any RFx Response conditional upon the Respondent entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Authority.

## ABN Requirements

The Respondent must have an ABN, unless otherwise approved in writing by the Authority.

## Joint response

If a RFx Response is to be jointly submitted by more than one party, a reference to Respondent in this RFx means all parties submitting the joint Response. If the parties to a joint Response are successful, the Contract must be entered into by all parties to the joint Response

## Sub-contractors

If any part of the Deliverables is to be supplied by a sub-contractor, the Respondent must identify the subcontractor and clearly state which goods or services are to be provided by the sub-contractor.

If the Respondent is successful, the contract would be entered into by the Respondent and the Respondent will be responsible for the sub-contractor's performance of the contract.

## Small and Medium Enterprises

The Authority encourages participation of Small and Medium Enterprises, including Aboriginal Owned Businesses and employers of disabled people (Australian Disability Enterprises) wherever this is applicable to the requirements. This participation may be through direct engagement or through the Respondent’s supply chain. Respondents should clearly indicate their status or inclusion of these business types as parties in the engagement for this requirement. The WPCA Procurement should be notified if any aspect of this RFx provides unnecessary barriers that effectively prohibit participation by these businesses.

# **RFx Information**

* 1. Respondent briefing
		1. If required, a Respondent briefing will be held on the date, time and place indicated in the Key Dates. Representatives from the Authority will be available at that time to receive any queries regarding this RFx.
	2. WPCA Procurement
		1. The Respondent should refer requests for information or advice regarding this RFx to the WPCA Procurement.

Any information given to a Respondent to clarify any aspect of this RFx will also be given to all other Respondents if in the Authority’s opinion the information would unfairly favour the inquiring Respondent over other Respondents.

# **RFx Response Lodgement**

* 1. Electronic Lodgement
		1. All RFx Responses are to be lodged electronically via the Website and must be fully received by the Authority by the Closing Time and Date.
		2. A Respondent, by electronically lodging a RFx Response, is taken to have accepted the terms and conditions on the Website.
		3. A Respondent must observe the following format for lodgements:
			+ 1. the RFx Response must be lodged in an Accepted File Format e.g. Docx,. xlsx Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contract Support Office prior to lodgement of the RFx Response;
				2. the Respondent must not submit self-extracting (\*exe) zip files. If the Respondent compresses files, it must be possible to decompress the files using WinZip;
				3. the Respondent must not change pre-existing text in the Response other than to insert the requested information;
				4. the Respondent must not include any macros, applets, or executable code or files in the Response;
				5. the Respondent must ensure that electronically lodged files are free from viruses by checking the files with an up to date virus-checking program before lodging;
				6. the Respondent may break down the lodgement of large RFx Responses into smaller packages if clearly identified e.g. package 1 of 3; 2 of 3; 3 of 3; and
				7. all file names must have an extension and not have invalid characters or file names/loading pathnames too long for the system as detailed on the Website.
	2. Issues with electronic lodgement
		1. If a Respondent experiences any persistent difficulty with the Website in submitting a RFx Response or otherwise, it is encouraged to advise the WPCA Procurement promptly in writing.
		2. If there is an extended defect failure of the Website or eTendering system and the Authority is advised, the Closing Time and Date may be extended provided that, in the view of the Authority, the RFx process will not be compromised by such an extension.

# **RFx Process**

* 1. Non-Conforming Responses and Alternative Responses
		1. Non-Conforming Responses may be excluded from the RFx process without further consideration at the Authority’s absolute discretion.
		2. The Respondent may submit an Alternative Response. Alternative Responses will only be considered if submitted in conjunction with a RFx Response that conforms with all aspects of this RFx (with the only exception of any non-mandatory parts of the Requirements). An Alternative Response must be clearly marked “Alternative Response”.
	2. Late Responses

A RFx Response received after the Closing Time and Date (a Late Response) will not be considered by the Authority unless the Authority, at its absolute discretion, is satisfied that the integrity and competitiveness of the RFx process will not be compromised.

* 1. Multiple lodgements
		1. If a Respondent provides multiple lodgements, the last RFx Response received before the Closing Time and Date will be the RFx Response to be considered unless the Respondent provides clear directions to whether the lodgement is:
			+ 1. an Alternative Response;
				2. supporting items to a RFx Response; or
				3. a further part of a RFx Response that has previously been lodged.

# **Addenda to RFx**

* + 1. If for any reason the Authority, at its absolute discretion, requires the RFx to be amended before the Closing Time and Date, an Addendum will be issued.
		2. In each case, an Addendum becomes part of the RFx.
		3. The Authority, during the RFx period may issue Addenda altering the RFx. In such cases, it is the obligation of the Respondent to verify if any addenda were issued prior to the Closing Time and Date, even if a RFx Response has already been submitted by the Respondent.
		4. Respondents must check the Website address, and download the Addendum.
		5. Receipt of each addendum must be acknowledged on the returnable form issued. Failure to acknowledge the receipt of any addendum may render a submission non-conforming.
	1. Receipt of RFx Responses
		1. On receipt of RFx Responses lodged electronically to the NSW Government eTendering system, RFx Responses are encrypted and stored in a secure “electronic tender box”.
		2. For reasons of probity and security, the Authority and its agent are prevented from accessing the electronic tender box to ascertain whether RFx Responses have been received or for any reason, until after the Closing Time and Date.
		3. The email receipt that is automatically generated to the system user upon successful lodgement of the RFx Response on the NSW Government eTendering system is the only receipt of lodgement provided.
	2. Variations to RFx Responses

The Respondent may only vary its RFx Response with the consent of the Authority provided that, in the Authority’s view, it would not:

* + - * 1. substantially alter the original RFx Response; or
				2. result in the revising or expanding of a RFx Response in a way that would give the Respondent an unfair advantage over other Respondents.
	1. Site inspections and presentations
		1. The Authority may at its absolute discretion, during the consideration of RFx Responses:
			+ 1. undertake site inspections of the Respondent’s or its subcontractor’s proposed premises on reasonable notice to the Respondent; and/or
				2. invite the Respondent to make a presentation regarding its RFx Response.
		2. If the Respondent complies with a request under section (a) above, it does so at its own cost and expense, and acknowledges that a request under section (a) does not represent a commitment by the Authority to accept any aspect of the Respondent’s RFx Response.
	2. Consideration of RFx Responses

In the consideration of RFx Responses, the Authority may take into account any information about the Respondent that the Authority receives from any source, including but not limited to any site inspections and presentations.

* 1. Post RFx Negotiations
		1. Before making any determination as to the acceptance or rejection of a RFx Response, the Authority may, at its absolute discretion, conduct limited negotiations with the Respondent.
		2. The Respondent acknowledges and accepts that the Authority may, at its absolute discretion, conduct such negotiations with more than one Respondent.

# **Method of Acceptance**

Acceptance of a RFx Response or part of a RFx Response will be subject to the execution of a formal Contract. To clarify, until the Authority and the successful Respondent(s) execute a formal Contract there will be no legally enforceable agreement concluded between them.

# **Corruption, laws and policies and ethical conduct**

* 1. Compliance
		1. The Respondent must comply with the law and NSW Government and Authority Procurement Policies.
		2. The Respondent must disclose any conflict of interest in its Response.
		3. If the Respondent, or any of its officers, employees, agents or contractors is found to have:
			+ 1. offered any inducement or reward to any public servant or employee, agent or subcontractor of the Authority or the NSW Government in connection with this RFx or a submitted RFx Response;
				2. not complied with any laws or NSW Government and Authority Procurement Policies;
				3. breached these Conditions;
				4. an improper conflict of interest;
				5. committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
				6. proposed goods or services (including components of these) that have been or will be produced using 'the worst forms of child labour' as defined under ILO Convention 182; or
				7. a record or alleged record of unethical behaviour,

it may result in the Authority rejecting and not further considering the RFx Response, or if a Contract has been signed, then the Authority may terminate that Contract without liability for any damages.

* + 1. The Authority may, at its absolute discretion, invite a relevant Respondent to provide written comments within a specified time before the Authority excludes the Respondent on this basis.
	1. Authority to be notified of issues

The Respondent must provide the Authority’s Procurement Officer with information concerning any matters referred to in i, findings of dishonest, unfair, unconscionable, corrupt or illegal conduct against the Respondent, its directors or management. The Respondent must provide this information as soon as it becomes aware of it.

* 1. Worst Forms of Child Labour

The Authority will not accept any or all of the Respondent’s proposed Deliverables either proposed to be supplied by or sourced by the Respondent (including components of these) been produced using 'the worst forms of child labour' as defined under ILO Convention 182.

# **Confidentiality**

The Tenderer should identify in its Tender those parts of the Tender that it asserts fall into any of the following categories:

* + 1. (a) intellectual property protected at law and details of the person asserting ownership of that intellectual property; and
		2. (b) confidential information in the nature of know-how or commercial-in-confidence information and details of any person asserting an obligation of confidence in respect of that information.

With the exception of information to be disclosed in accordance with section 10.1 or that is required to be disclosed by law, details of any part of the Tenders that are identified as confidential, including (if applicable) the prices and rates submitted, will be kept confidential by WPCA, but may be disclosed by WPCA on a confidential basis to its personnel, agents, contractors and advisors and to any other NSW Government agencies or departments for any purposes relating to the Tender process (including for assessment or evaluation purposes).

The information contained in the Tender Documents is also confidential. A Recipient must not disclose or provide the Tender Document to any person, other than to persons engaged in the preparation of the Tender. The Tender Documents may only be used for responding to this RFT.

Without limiting the above paragraphs, WPCA may at any time require a Tenderer to arrange for any of its employees, agents or potential subcontractors who may have access to any confidential information, referred to above, to give a written undertaking by way of a deed of confidentiality in a form required by WPCA.

# **Disclosure of Information**

* 1. Disclosure of information obligations
		1. Following the Authority’s decision, the Respondent will be notified in writing of the outcome of its RFx Response(s).
		2. Details of this RFx and the outcome of the RFx process may be disclosed if required in accordance with the *Government Information (Public Access) Act* 2009 (NSW). An outline of these requirements can be found in

[*http://www.legislation.nsw.gov.au/maintop/view/inforce/act+52+2009+cd+0+N*](http://www.legislation.nsw.gov.au/maintop/view/inforce/act%2B52%2B2009%2Bcd%2B0%2BN)

* + 1. Details of Deliverables provided through the Contract may be published on the Authority’s internet site.
	1. Exchange of Information between Government Agencies
		1. Lodgement of a RFx Response will itself be an authorisation by the Respondent to the Authority to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the Respondent’s performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
		2. The provision of the information by the Authority to any other NSW Government agency is agreed by the Respondent to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the Respondent shall have no claim against the Authority and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

To clarify, information that may be collected, exchanged and used in accordance with this provision includes “personal information” about the Respondent for the purposes of the *Privacy and Personal Information Protection Act* 1998. Lodgement of a RFx Response will be an authorisation by the Respondent to the Authority to collect such information from third parties, and to use and exchange such information in accordance with this section 9.2.

# **Complaints Procedure**

It is the NSW Government’s objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from participating or unfairly disadvantaged, it is invited to write to:

Chief Operating Officer

Western Parkland City Authority

Level 2, 10 Valentine Ave

Parramatta NSW 2150

# **Evaluation Criteria**

* 1. General

After the Closing Date and Time, the Tenders will, subject to the terms of this RFT, be evaluated by the Evaluation Team.

* 1. Evaluation Team

The Evaluation Team will be appointed prior to the Closing Date and Time. The Evaluation Team will, subject to the terms of this RFT:

(a) assess conformance.

(b) analyse the information provided, seek clarifications and/or conduct interviews and evaluate Tenders in accordance with the evaluation criteria; and

(c) if it considers it appropriate to do so, make a recommendation for the selection of a successful Tenderer.

* 1. Evaluation Criteria

The Evaluation Team will examine the Tenders and assess which Tender best meets the specified requirements, minimises any risk to WPCA, and offers the best value for money to WPCA. The key evaluation criteria are set out in Item 12.5 of the Tender.

* 1. Non-Weighted Compliance Criteria

WPCA will determine, in its absolute discretion, which Tender represents overall best value for WPCA. WPCA is not bound to accept the lowest priced Tender or any Quotation.

Compliance Criteria will be assessed on a Pass/Fail basis. WPCA is to determine whether the criterion is satisfactorily met for a Pass score. WPCA may exclude a Tender from further consideration if WPCA determines that the Tender fails one or more of the Compliance Criteria.

The following Compliance Criteria will be used for this category in the evaluation of Tender submissions received for this RFT:

|  |  |
| --- | --- |
| **Item** | **Compliance Criterion**  |
| **1** | Addenda Acknowledgement  |
| **2** | Current Insurance Policies  |
| **3** | The Respondent demonstrates a satisfactory level of conformance with the requirements of the RFT. |

* 1. Weighted Evaluation Criteria

Respondents will be assessed against the evaluation criteria listed below, which are not indicated in order of significance and are not necessarily of equal weight. Information supplied by the Respondent in its Tender will contribute to the assessment against each criterion.

It is essential that Respondents address each Evaluation Criteria. Failure to provide the specified information may result in elimination from the evaluation process.

|  |  |
| --- | --- |
| **Item** | **Evaluation Criterion**  |
| **1** | Capability of the proposed solution |
| **2** | Demonstrated organisational experience and capability  |
| **3** | Level of service and support |
| **4** | Industry ecosystem and AMRF Development support |
| **5** | Price  |
| **6** | Ongoing cost |

1. : Statement of Requirements

# **Description of Requirement**

The Western Parkland City Authority (WPCA or the Authority) requires the supply, installation, commissioning, and maintenance of the following package to be procured for the First Stage of the Advanced Manufacturing Research Facility (AMRF):

* + One (1) – Confocal Microscope and ancillary equipment suitable for the proposed use cases
	+ One (1) – Optical / Digital Microscope and ancillary equipment suitable for the proposed use cases

Alternative offers may be considered, with the AMRF aiming to ensure its equipment remains current and continues to meet the needs of the local manufacturing industry.

This is an exciting opportunity to be involved in the successful delivery of the AMRF First Stage, an essential component of a package of NSW Government initiatives to activate the Bradfield City Centre by supporting businesses and jobs growth, innovative infrastructure solutions and investment attraction.

# **List of Definitions and Abbreviations**

* 1. Definitions

Authority – Western Parkland City Authority (WPCA). The WPCA is the NSW Government agency responsible for delivering, coordinating and attracting investment to the Western Parkland City.

Bradfield City Centre – Is a new city being built in the Western Parkland City region. The Bradfield City Centre is a key component of the WPCA’s deliverables

AMRF – Advanced Manufacturing Research Facility is a two-stage technology focused facility being funded by the NSW Government and will be located in the Bradfield City Centre.

Machine consumables – wear parts and other componentry related to the operation of the machine.

# **Background**

* 1. The Western Parkland City

By 2036, much of Sydney’s population growth will come from the Western Parkland City (WPC), which encompasses eight local council areas. At close to 1.15 million people (2016), the WPC already has a population almost three times the size of Canberra. It will need to accommodate another Canberra equivalent (530,000+ people) by 2036. By 2056, the WPC is anticipated to grow by almost one million people or 46%.

The vision for the Western Parkland City is detailed in the Western City District Plan prepared by the Greater Sydney Commission (2018).

The vision articulates: that a City be established on the strength of the Western Sydney Airport and the Western Sydney Aerotropolis; a polycentric City capitalising on the established centres of Liverpool, Penrith and Campbelltown; new city shaping transport making the City the most connected in Australia; a Western Economic Corridor attracting globally significant industries and contributing to a strong trade, logistics, education and science economy; creating knowledge intensive jobs; and delivering housing diversity around centres and transit nodes.

*Figure 1: Western Parkland City*



The catalyst for the future of the WPC is the Western Sydney International (Nancy Bird Walton) Airport and the $20 billion in government investment already pouring in to realise this vision and deliver more than 200,000 jobs across the city by 2036.

the 22nd Century city centre of Bradfield as its heart, will be an ecosystem of industry and innovation, with precincts dedicated to Advanced Manufacturing, Aerospace and Defence, Agribusiness, Freight and Logistics, Health and Education, and Air Services and Tourism.

* 1. The Bradfield City Centre

Directly southeast of the new airport, the Bradfield City Centre will be an ecosystem of industry and innovation, with precincts dedicated to Advanced Manufacturing, Aerospace and Defence, Agribusiness, Freight and Logistics, Health and Education, and Air Services and Tourism.

It will be a catalyst for job generation and the development of advanced industries. It is an opportunity to drive structural diversification of the WPC economy, attracting more advanced industries and higher-value jobs to underpin social and economic development in the WPC.

Planning of the Bradfield City Centre has commenced and will help achieve the State’s advanced industry objectives as well as fulfilling the vision of the WPC. This includes a focus on key industries of the future (such as defence and aerospace, underpinned by advanced manufacturing).

*Figure 2: Precincts in Western Sydney Aerotropolis*



* 1. AMRF First Stage

The AMRF First Stage will be located in the First Building at the heart of Bradfield City Centre. It will connect Western Sydney and NSW manufacturers with world class technologies and opportunities, helping businesses to grow and supporting the creation of new high-skilled jobs.

The first facility of its kind in Australia, it will support SMEs, large multinationals and research institutions, allowing our partners to work collaboratively to prove out and scale up new manufacturing processes and products in preparation for commercial production.

Opening in 2024, the AMRF First Stage will provide a shared-use platform supporting SMEs, large multinationals and research institutions with specialist engineering services, equipment, and workspaces.

* 1. The First Building includes two connected halls
* A 1000m2 manufacturing hall housing state of the art advanced manufacturing equipment allowing AMRF staff to work with industry to develop smart manufacturing solutions
* A modern office space for tenancy and AMRF staff.
	1. The AMRF First Stage will cover six advanced manufacturing technical themes:
1. Additive manufacturing – Application of beam technologies for metal and composites printing
2. Subtractive manufacturing – 5 axis CNC and Electronic Discharge Machine
3. Composite manufacturing – End to end process line using ply layup and moulding technologies
4. Automation – Robotics, collaborative robots, conveyor sensor and vision systems
5. Digitisation – Product Lifecycle Management, Industrial Internet of Things, cloud computing and visualisation
6. Metrology – Surface scanning, microscopy, position probe and on-machine measurements.
	1. Operating Principles

The facility will be owned and operated by the NSW Government’s AMRF entity. The facility’s equipment scope and capabilities are being driven from a technology perspective balancing integration with current western Sydney manufacturing industry needs, while enabling access to emerging manufacturing technologies to support the industry’s transition towards I4.0 manufacturing approaches.

* 1. The operating principles are defined as:
* Open access facility focussed on industry level manufacturing capabilities
* Collaborative model with industry partners and research institutions
* Designed to support proving out and scaling up of manufacturing processes and products, with the transition to and through Manufacturing Readiness Level 5
* Underpinned by production-relevant quality systems and processes
* Houses integrated project teams of industry and research engineers
* Varied and flexible access arrangements for companies of all sizes and stages.

Access to the AMRF First Stage shared technology platform will be structured on a flexible engagement model to support both short and long-term projects utilising the facility’s equipment, systems and technical staff. This will enable industry and academia to quickly plan and schedule short term development work and also arrange, plan and deliver major development projects on a case-by-case basis.

# **Evaluation Criteria**

Tenderers will be assessed against the following price and non-price criteria. In addition to written responses, tenderers may be asked to accommodate a visit by AMRF personnel to view the proposed solution in operation ahead of marking a procurement decision.

| Criterion |
| --- |
| Non-price |
| 1. Capability of the proposed solution, including degree to which the solution meets the proposed use cases, suitability of the equipment and anticipated minimum technical specifications (see Section 6 - Use Cases and Proposed Specification Guidelines), including but not limited to:
* Proposal development - assessing AMRF use cases and user capability, refining the equipment specifications and presentation of the proposed solution.
* Supply of suitably configured microscopes and supporting equipment
* Supply and integration of appropriate software and hardware to support the anticipated use cases and user capabilities
 |
| 1. Demonstrated organisational experience and capability
* Demonstrated extent of the equipment / brand’s Australian and global market presence
* Details on both local and international customers utilising this solution.
* Equipment scoping / delivery methodology and presentation of this program
 |
| 1. Level of service and support
* Proposed timing and support for installation, set-up and commissioning
* Proposed approach to training
* Level and duration of warranty
* Proposed maintenance and support services, including availability of spare parts and consumables
 |
| 1. Industry ecosystem and AMRF development support
* Proposed method(s) to engaging Australian supply chain capability through delivery or maintenance / service of the solution
* Proposed method(s) to leverage the equipment’s application and support the development of the AMRF’s industrial microscopy capability
* Support for projects utilising this capability with Australian manufacturers.
 |
| Price |
| 1. Upfront cost
 |
| 1. Ongoing cost
* Future training and software upgrades
* Consumables usage (where relevant)
* Cost of scheduled servicing / reactive technical support
* Warranty cover cost.
 |

# **Scope of work**

The confocal and optical/digital microscopes will support the AMRF First Stage metrology suite. The equipment will be operated by numerous AMRF technical staff engaged in undertaking industry projects for the purpose of enabling the application of advanced manufacturing technologies in a production context.

The microscope will primarily support metallurgical inspection, composite material development including performance investigations and tooling wear inspection. Further details on anticipated use cases and specification guidelines are provided in Section 6 - Use Cases and Proposed Specification Guidelines.

The scope covers the following requirements in relation to the supply and operation of this equipment in the AMRF First Stage.

* Supply, delivery, installation, commissioning, maintenance, and training including after sales service of the equipment as noted below:
	+ **One (1) – Confocal microscope unit including all ancillary equipment to operate and support the proposed use cases.**
	+ **One (1) – Digital/optical microscope unit including all ancillary equipment to operate and support the proposed use cases.**
* The proposed solution and services shall satisfy where relevant the latest standards and requirements for metrology and microscopy, some of the relevant standards are noted below for reference:
	+ ISO 19012 Series – Microscopes, Designation of microscope objectives
		- Part 1 – Flatness of Field / Plan
		- Part 2 – Chromatic correction
	+ ISO 10934 – Vocabulary for light microscopy
	+ ISO 11843 Series – Capability of Detection, Metrology.
* Integration of the microscope’s digital equipment with the AMRF First Stage’s manufacturing systems is of importance. Considerations such as measurement data acquisition, data transfer and the consolidation of manufacturing information into other systems will be evaluation considerations.
* Provision for training and development of AMRF staff to operate the equipment effectively and perform day to day maintenance will form part of the supply scope.
* Inclusion of the standard equipment warranty, and extended warranty options.
* Inclusion of fixed term preventative maintenance and provision for servicing of reactive maintenance requirements including expected response time of technician.
* Provision for equipment consumables and spare part supply over the proposed warranty period and beyond – including details of part availability (lead time and location) shall be provided.
* The equipment’s operating environment will be 18 to 250C with no greater than the 2 degree per hour change in that temperature.
* Provision for potential delays to equipment delivery timing through to late February 2024 shall be included in the offer (see Section 9). Such provision can be in the form of delayed shipment from the manufacturer, or storage of the finished equipment until such time as the facility is ready to accept the equipment for installation and commissioning. The offer shall indication how a delayed delivery, installation, commissioning, or training requirements would be accommodated, including any associated costs to cover additional transport and handling, storage, technician & trainer availability, and insurances.

# **Use Cases and Proposed Specification Guidelines**

* 1. Use Cases

The AMRF requires suitably scoped microscopy equipment configured to support the facility’s metrology and inspection services. The purpose of in-house metrology capability is to support the industry-scale manufacturing projects the facility is designed to deliver. The following use case examples represent anticipated microscopy activities:

* 1. Composite Materials
	+ *Samples* – Raw materials may include dry fibres, pre-impregnated carbon fibre matting and cured composite parts. These could be in the form of single fibres or prepared samples cut from larger sheets or material rolls. Samples may also be in the form of cured carbon fibre products, and other resin-based composites materials or bonded parts. These samples maybe cut from finished products such as a small cross section sample or be an actual finished part, and therefore will need to be staged for examined in its final form.
	+ *Examination Objective* – Examinations will be seeking to capture new material conditions for product traceability and comparing this with stored materials just prior to their use. The examination of final product and bonded parts will be undertaken to support in process inspection, quality control and product compliance.
	1. Additive Materials
	+ *Samples* - Virgin metal powders, recycled powders, and printed parts both before and after heat treatment. Powders will be sampled as singular granules. Printed parts could be a test plate cut and prepared for examination, a sample taken from a print job or a surface examination of a complete part.
	+ *Examination Objectives* – The analysis of powders will be undertaken in support of quality control and assurance. It will be critical for the AMRF to understand and document incoming raw material quality and model the effect powder recycling has on new materials. The mapping of powder quality with final print topography will be of significance to the AMRF’s quality assurance capability. Outcomes from these powder examinations will help to optimise the AMRF additive work cell and its powder utilisation through raw material assurance and product build risk management. The examination of printed part samples will be looking at material structure, powder fusion or its lack of and other know material integrity flaws. The analysis of these input and outputs through high quality microscopy will improve the AMRF’s additive manufacturing process knowledge and application.
	1. Metallurgical Investigations
	+ *Samples* – Specific test specimens prepared for examination of gran structure, the inspection of destructive testing failure zones and other material joint regions. Samples may also come from degraded materials or heat-treated parts, as well as finished machined components were surface metrology measurements and cleanliness assurance maybe necessary. Initially samples are expected to be prepared for a particular inspection regime by a qualified service provider (sample preparation capability maybe developed within the AMRF later, with the support of a microscopy partner).
	+ *Examination Objectives* – The analysis of metallic parts will be done to report on findings relating to structure outcomes, failure, and wear through mechanical, chemical or process and surface conditions. Examination will be focused on imaging and measurement data; it is therefore anticipated microscopy equipment and its ancillary software tools will support the transfer of both images and actual measurements to suitable software with minimal difficulty for the reporting process.
	1. Material Testing and Failure
	+ *Sample* – Samples from material testing and failure are expected to range from broken fibre strands, ruptured polymers or separated layer bonds through to controlled destructive testing specimens of metallic materials performed by laboratories. Test cases could be tensile, bending, shear, fatigue, compression impact and hardness testing. Chemical, corrosion, and abrasion tests are also likely as these are frequently part of product and process testing in the manufacturing environment. Non-destructive testing will also be utilised by the AMRF and samples created where flaws have been identified. It is anticipated most samples will be prepared by third parties specifically for microscopy examination as specified by the AMRF.
	+ *Examination Objectives* – Examination of testing and failure cases will be focused on viewing failure points, measuring fracture features and analyse particle / grain separation attributes. Details of such analysis will be uploaded to part files to support development traceability and build AMRF material science knowledge.
	1. Machine Cutting Tool Inspection
	+ *Sample* – Machine cutting tool samples will consist primarily of cutting inserts. The proposed solution will need to accommodate these standard carbide inserts of different sizes, shapes, and properties.
	+ *Examination Objectives* – Examination of these cutting tools will be focused on tool edge wear after a prescribed period of cutting. The purpose of such examinations will be to determine and document tool performance and life expectance under different working conditions. This type of analysis will support the AMRF in optimising tool life and associated costs for a given subtractive process. Such examinations will establish base line performance data enabling the testing of machining scenarios.
1. Reporting and data sharing – The microscopy equipment shall support the generation of material and examination reports. Reporting will be carried out for internal AMRF records such as product inspection, ISO compliance of material storage and failure investigation. This capability will also be an AMRF service, meaning facility’s staff will need to generate professional reports that will be passed onto clients about their project and its integrity. Therefore, digital data from examination activities will need to integrate seamlessly with standard documentation development software and instant image sharing in meetings etc to support rapid communication of high-quality data across the project team wherever they might be located.
	1. Proposed Specifications Guidelines

Specific specifications are expected to be detailed by the vendor drawing on expected use cases and sample details. The following outline information expectations regarding equipment specifications which will be provided with official offers to support the bid evaluation process.

* Machine – base machine brand, model etc with details of mounting and viewing and any other features that support the described uses cases and expected samples.
* Staging and viewing – details of staging area, height and angle adjustment options are to be provided. Maximum sample height in an important feature to accommodate examination of complete parts as well as prepared samples.
* Objective – shall specify recommended numerical aperture and working distance range. The offer is expected to include a range of objectives to service anticipated use cases.
* Measuring – equipment measurements scope (height and width) shall be specified, covering attributes such as repeatability at recommended magnifications, accuracy, step height, display resolution, stitching range and pixel capacity.
* Field of view, eyepiece, and magnification – these features shall be specified across a range to suit the nominated use cases and the items being examined (examples are carbon fibre strands being 5 to 10μm, additive powders 20 to 80μm and grain structure in metallic materials). Metallographic inspection of machined and etched workpieces can require sub-micron resolution, however most features are above 5μm.
* Illumination and observation – The choice of illumination shall be guided by the vendor through their response to the proposed use cases and sample descriptions. Ideally equipment will be able to support different observation methods to complement the AMRF project / development environment. It is anticipated brightfield, darkfield, polarization, oblique and contract methods will all be utilised in the metrology suite.
* Viewing and Software – Included software shall enable advanced analysis, imaging and reporting using standard samples and complete part analysis where surface curvature, different levels and angles may be encountered. Details of software requirements and options are to be provided, including upfront and ongoing costs to maintain the software and its licences. Any hardware requirements not included in the package shall also be noted to enable an overall equipment investment value to be determined during evaluation.
	1. General Scope Notes
* Microscopy capability skill development – Microscopy as an important capability for the AMRF, and therefore wanting to develop its applied skills over time. To achieve this a long-term supplier relationship is desired which can couple expertise with equipment supporting the gradual maturing of this capability. Expectations are, the solutions presented will support the AMRF’s metrology learning curve through intuitive workflows and software which can assistance in sampling, analysing, and reporting.
* Connectivity – Equipment is expected to compliment emerging industry 4.0 expectations. Meaning it shall support data sharing with other related manufacturing information management systems. Information on the equipment’s networking and communication protocols should also be provided in the offer.
* Work area – It is proposed to locate the equipment within the manufacturing hall, which is an air-conditioned environment as noted in Section 5 above. Requirements about temperature tolerances and dust control for the equipment should be included in the bid to support work cell planning during the building’s construction.
* Commissioning – Details of commissioning requirements shall be outlined; the bid should include any materials and consumables that will be required for commissioning and hand over of the equipment. If the AMRF is required to provide any of these items, please include these details in the offer.

# **Deliverables, Responsibilities and Project Management Requirements**

General deliverables are listed below and include the expected project management activities that form part of the overall equipment supply. A successful supplier will be required to meet the following deliverables:

1. Arrange a project initiation meeting to clarify AMRF needs and outline supply activities.
2. Provide a delivery program indicating key milestones to support project tracking.
3. Develop final equipment specifications and provide details within 4 weeks of contract signatures to confirm procurement scope, ICT and computing requirements etc.
4. Respond to AMRF enquiries about equipment detail in support of the procurement
5. Participate in project check-in meetings when requested or at agreed milestones to provide progress updates to the AMRF team.
6. Provide agreed progress updates against the agreed delivery schedule.
7. Provide verification that factory acceptance test has been carried out (if applicable) and provide access to AMRF to view the factory acceptance test if requested and applicable to the equipment.
8. Provide information on packing, shipping and installation of the equipment, including ensuring this meets with regional requirements and modes of transport being utilised.
9. Deliver equipment to the First Building in Bradfield NSW Australia, in accordance with Incoterms DDP.
10. Unloading and installation of the equipment, with all site works to be reviewed and approved by the AMRF’s construction contractor.
11. Responsible disposal of all equipment packaging materials, using recycling options where possible.
12. The AMRF’s own technical team will assist in coordinating the delivery of services (powder / air etc) and IT requirement, however the equipment’s supplier will need to allow for their own technicians to interface with the equipment and confirm all connections are to machine specifications.
13. Undertake equipment commissioning and a site acceptance testing.
14. Provide operator training, including any programming, machine use, routine checks of the equipment, and any regular minor maintenance (daily / monthly inspections etc).

# **Documentation and Compliance**

* Complete documentation equipment specification
* 3D render of the equipment to support AMRF marketing, service promotion and BIM requirements
* Maintenance and operation manuals in digital format
* Compliance with relevant Australian standards, regulations and legislation associated with:
* Power supply and electrical equipment (Australian standard)
* Work Health and Safety requirements for laboratory instrumentation
* Importation packaging requirements (sustainable timber, fumigation, package recycling etc where relevant)
* Chain of Responsibility for transport and packing responsibilities for road transport with Australia where relevant.

# **Timing**

* Supply shall be ready for delivery by the end of January 2024
* Installation and commissioning, including Site Acceptance Testing shall be completed by the end of February 2024
* Initial equipment operation and maintenance training is expected to be completed prior the end of March 2024
* Product operation and servicing is expected to commence from 1st April 2024
* Provision shall be included in the offer to accommodate any potential delay that could require equipment installation or commissioning to commence from late February 2024. Please refer to the individual scope of work packages above for details of the requested bid options that are to be included.

# **Payment schedule**

Payments to the successful tenderer will made upon completion of key milestones as follows:

* 1/3 on contract award
* 1/3 on successful completion of Factory Acceptance Test
* 1/3 on successful completion of Site Acceptance Test.

# **Probity**

Due to the low value and risk of these bundles, probity will not be required by an external party. The probity will be managed internally by WPCA Procurement.

1. : Vendor Response Form

**Respondent’s Details & Undertakings**

**RFT No.: WPCA-AMRF-22-026**

# **Respondent’s details**

Please complete the following details in respect of the Respondent.

## Details

|  |  |
| --- | --- |
| **Item** | **Detail** |
| Company legal name |  |
| Company trading name |  |
| ABN |  |
| can |  |
| Mailing address |  |
| Contact name |  |
| Contact person’s phone number |  |
| Contact person ‘s email address |  |
| Market experience (in years) |  |
| Annual turnover for the last 3 years (Respondent to provide annual reports to substantiate) |  |
| Number of FTEs in FY 19/20 |  |

# **Conflict of Interest Declaration**

I,

 (name and position)

on behalf of the company ………………………………………………………………………….;

declare that I have read and I understand the concept of conflict of interest as set out in the Conditions of Tender and that the company’s directors, shareholders, officers and employees:

1. have not offered or given and will not offer or give any financial reward or other inducement of any kind to any Officer or Staff Member of the WPCA, with respect to any of my dealings or the dealings of the aforesaid company with the WPCA in relation to this Tender/contract.
2. have not since publication of the WPCA's Tender, been in contact with other Respondent(s) for any purpose whatsoever, including without limitation the circumvention of the competitive objective of the WPCA's Tender process; and
3. are not in any way connected with and do not have any actual or potential Conflict of Interest with any Officer or Staff Member (whether employed on a permanent, casual or contractual basis), except as disclosed hereunder:

|  |
| --- |
|  |

I understand and accept that the WPCA reserves the right to terminate any contract, transaction or agreement that the WPCA may enter into with me or the aforesaid company as a result of this tender, should it subsequently be shown that I have failed to disclose herein any matter or contravene any statement relevant to this Declaration. I also accept the WPCA's right to reject any future tender from me or the aforesaid company, if I am shown to have made any false declaration herein or otherwise.

……………………………………………………….. …………………..

Name & signature of person making declaration Date

………………………………………………………. …………………..
Name and Signature of Witness Date

# **Acknowledgement of Addenda**

(Complete this section only where Addenda and/or Notices have been issued. Respondents must list all Addenda and/or Notices issued by WPCA)

If Respondents have received or provided addenda to WPCA, each addenda must be included in their submission. Respondents must state the Addenda it has received from WPCA l or provided to WPCA using the below table.

I / We, [#insert full name of Respondent], acknowledge receipt of the following:

|  |  |  |
| --- | --- | --- |
| **Addenda No.** | **Brief Description** | **Date Received** |
|  |  |  |
|  |  |  |

# **Insurance Policies**

The Respondent confirms that it can meet the insurance requirements referred to in the Contract Conditions and will have insurance cover as identified below.

|  |
| --- |
| **Mandatory Questions** |
| 1. Have you attached the copy of public liability insurance to the value of at least $10 million in respect of each claim?
 | Yes or No |
| 1. Have you attached the copy of professional indemnity insurance to the value of at least $10 million in respect of each claim?
 | Yes or No |
| 1. Have you attached the workers’ compensation insurance?
 | Yes or No |
| 1. Please sign and attach the confidentiality deed poll.
 |  |

# **Response to Proposed Contract**

The proposed Contract to be entered into between the Authority and the successful Respondent will be negotiated.

WPCA will use information provided in Proposals to populate the relevant form of Proposed Contract.

# **References**

Please provide details of the referees that can verify the information you provide in response to Returnable Schedule 7.

The Evaluation Team may decide to contact referees to assist in the evaluation of responses, if deemed necessary. Please provide the contact details of two referees, who can verify from personal experience, the service provider’s past and/or present performance in the provision of similar services.

References will be evaluated based on relevance of work completed as well as comments from the referees. Preference may be given to at least one of the referees being a representative of a large Government body.

Please be specific with the description and scale of the services provided.

|  |
| --- |
| **Referee No. 1** |
| Organisation’s name |  |
| Address |  |
| Contact name |  |
| Role |  |
| Email address |  |
| Telephone no. |  |
| Length of partnership |  |
| Associated Project and description of service  |  |

|  |
| --- |
| **Referee No. 2** |
| Organisation’s name |  |
| Address |  |
| Contact name |  |
| Role |  |
| Email address |  |
| Telephone no. |  |
| Length of partnership |  |
| Associated Project and description of service  |  |

Note to Respondent: Insert additional Referee table as necessary.

# **Demonstration of capability, experience, service and support**

|  |
| --- |
| **Capability of the proposed solution,** including degree to which the solution proposed meets the required minimum technical specifications (see Section 6 – Minimum Specification Requirements), including (but not limited to):* Machine working envelope
* Capacity to meeting the desired options
* Machine footprint vs working envelope
* Integration with facility services and manufacturing systems
 |
|  Response: |
| **Demonstrated organisational experience and capability*** Prior examples of successfully delivering similar equipment
* Demonstrated extent of Australian and global market presence and penetration of machine type/brand
* Details on local and international customers using the proposed solution
* Providing visibility on deliverables and milestones via a project / production plan demonstrating progress of manufacture and delivery to support procurement tracking.
 |
| Response: |
| **Level of service and support*** Proposed timing and support for installation and commissioning
* Proposed approach to training
* Level and duration of warranty
* Proposed maintenance service schedule and availability of spare parts.
 |
| Response:  |
| **Industry ecosystem and AMRF development support*** Proposed method to engage Australian supply chain capability through delivery of solution
* Development of capability in application of machines in AMRF
* Support for projects developing this capability with Australian manufacture
 |
| Response:  |

Tenderers are able to bid for any combination of packages, i.e., all packages or a single package. For all criteria in Schedule 7, Tenders should allocate a minimum of at least two paragraphs per section.

* **Package 1**: 5-axis CNC Machining Centre
* **Package 2**: 5-axis CNC Mill Turn

# **Program**

|  |
| --- |
| 8.1 Please provide a draft Project Management Plan, clearly identifying the engagement activities and deliverables to be achieved and demonstrating how you plan to achieve the milestones set out in Part 7. |
| Response: |

# **Pricing**

Respondents are required to complete the attached (Attachment A) Pricing Schedule spreadsheet.

**Provision and format**

Fee: The Tenderer must provide Upfront costs for the Machine, setup and training, as well as ongoing costs which include but not limited to energy usage, consumable usage, costs of servicing, and warranty cover costs. This fee proposal must be presented in the attached Pricing Schedule (Attachment A).

 The Tenderer must provide the level of resources required to deliver the Services specified in the RFT.

**Prices and rates**

GST: All rates and prices quoted are to exclude GST.

Payment Schedule: Payments to the successful tenderer will made upon completion of key milestones as follows:

1/3 on contract award

1/3 on successful completion of Factory Acceptance Test

1/3 on successful completion of Site Acceptance Test.

**Additional Service Fees** Hourly and daily rates are to be provided for each member of the Tenderer’s Team. The daily rate is the maximum amount that can be charged in respect of a person performing the Services in a day commencing at midnight and ending 24 hours later. The rates shall be the rates used to calculate the Fee and will be included in the Contract with the successful Tenderer.

**Option for delayed delivery:** The Tenderer must provide costs for any delayed equipment delivery, requiring storage and additional transport, handling and insurances in their proposal.

**Disbursements**

Identification: The Tenderer shall provide an estimate of disbursements, if any, on a monthly basis as part of the Fee proposal, identifying the categories of disbursements and where relevant the individuals to which such disbursements apply. Note – no margins are to be applied on any disbursements or expenses. Any agreed disbursements will be paid at cost.

Reimbursement: WPCA will reimburse such expenses as are agreed in advance, at cost with no additional margin payable.

**Contract**

The successful tenderer will be issued with a draft Agreement on standard commercial terms, including the provision of local or internationally enforceable financial or parent company security, and on terms no less favourable to the WPCA that the terms set out above, and the tenderer by submitting a tender commit to engaging contracting on this basis.

**End of RFT**