



## **Section 1.**

### **Overview and Conditions of Tendering**

Request for Tender

Stadium Australia Video Screens  
and LED Signage.

SA CAPEX2021-003

**Issue Date:**

Friday 18 December 2020

**Closing Time:**

5.00pm AEST, Friday 15 January 2021

## **DISCLAIMER**

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While the information contained in this Request for Tender has been formulated with all due care and diligence, Venues NSW ('the Principal') does not warrant or represent that the information is free from any errors or omissions.

The information in the Request for Tender, (the Tender Documentation), as published, is made available to the open market on the understanding that the Principal and its respective employees and agents shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising, by any person using or relying on the information, and whether caused by reason of any error, omission or misrepresentation in the Tender Documentation or otherwise.

To ensure accuracy of a Tender, all entities to this Request for Tender opportunity are encouraged to undertake all necessary independent research, attend the planned Venue visits, and raise enquires with the Contact Officer to aid in their preparation of their Tender.

## **CONCERNS AND COMPLAINTS**

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It is the NSW Government and Venues NSW's objective to ensure that the marketplace is given every opportunity to compete for and win Government contracts. Should any entity feel that it has been unfairly excluded from responding or unfairly disadvantaged it is invited to write to:

**Chief Executive Officer**  
Venues NSW

**Address:**  
Building 208  
The Entertainment Quarter  
122 Lang Road  
Moore Park, 2021

**Postal Box:**  
GPO Box 150  
Sydney NSW 2001

## Overview of RFT - Conditions of Tendering Particulars

### Contact Officer

<b>Name</b>	<b>Greg Potter</b> of Digital Screen Displays Pty Ltd (as appointed agent for Venues NSW)
<b>Email</b>	<a href="mailto:greg@digitalscreendisplays.com.au">greg@digitalscreendisplays.com.au</a>
<b>Phone</b>	During normal business hours (M-F) only on 0413 628 600

### Voluntary Tender Briefing and Initial Venue Site Visit

<b>Tender Brief Time</b>	The Voluntary Tender Brief will commence at <b>11:00am Wednesday 23 December 2020</b> . This tender brief is voluntary only.
<b>Registration of Attendance</b>	Entities must register to attend the Tender Brief and Initial Site Visit. Please register the entity name, and persons attending to the email address: <a href="mailto:greg@digitalscreendisplays.com.au">greg@digitalscreendisplays.com.au</a>
<b>Tender Brief Location</b>	<b>Meeting Point:</b> <a href="#">Stadium Australia</a> located at Sydney Olympic Park, NSW 2127  Please refer to part <b>1.2.1</b> of this document
<b>Tender Briefing Procedure Instructions</b>	Tenderers are encouraged to have a maximum 2-3 representatives per entity attending the briefing and initial site visit.
<b>Tender Briefing Timeline</b>	The Tender Brief is anticipated to take no longer than 30 minutes and will be published on the NSW eTender website post the brief.
<b>First Venue Site Visit timeline</b>	The first Venue Site visit will take place immediately following the Tender Brief and is anticipated to take around 1 to 1.5 hours. The Venue Site visit will be broken into groups if necessary, to control group sizes.

### Additional Planned Venue Site Visit

<b>Additional Planned Venue Site Visit Time</b>	Additional Site Visits Time will commence at: <ul style="list-style-type: none"> <li>11:00am Tuesday 5 January 2021 and</li> <li>11:00am Thursday 7 January 2021.</li> </ul>
<b>Registration of Attendance</b> (Names and Entity)	Genuine interested entities are to register their planned attendance at any Additional Venue Site Visit. Please email <a href="mailto:greg@digitalscreendisplays.com.au">greg@digitalscreendisplays.com.au</a> and provide entity name and name of individuals attending, and the Date they wish to attend the Additional Planned Site Visits.
<b>Additional Site Visit Procedure Instructions</b>	Registered entities are also to arrive at <a href="#">Stadium Australia</a> , Sydney Olympic Park, NSW 2127, via the Pedestrian access to Stadium Australia. Pedestrian access is via the pathway adjacent to the Stadium Service Road/Loading Dock Entry located off Edwin Flack Avenue, Sydney Olympic Park, NSW, 2127.
<b>Additional Venue Site Visit timeline</b>	The Additional Venue Site Visit are anticipated to take around 1.5 hours and will be broken into groups if necessary, to control group sizes.

### Tender Closing Time

<b>Tender Closing Time</b>	5:00pm AEST, Friday 15 January 2021
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## CONDITIONS OF TENDERING

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### 1 Overview of Request for Tender Process

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#### 1.1 Executive Summary

- 1.1.1 Venues NSW ("the Principal") is a statutory authority established as per the Sporting Venues Authorities Act 2020 to manage government-owned sporting and entertainment venues and precincts. The Principal's portfolio currently includes:
- Hunter Stadium, currently known as McDonald Jones Stadium
  - Newcastle Showground and Entertainment Centre
  - Sydney Cricket Ground
  - Sydney Football Stadium
  - Stadium Australia
  - Western Sydney Stadium, currently known as Bankwest Stadium
  - Wollongong Entertainment Centre, currently known as WIN Entertainment Centres
  - Wollongong Stadium, currently known as WIN Stadium
- 1.1.2 This Request for Tender is specifically for [Stadium Australia](#) located at Sydney Olympic Park, NSW 2127 (hereafter the "Venue/Site").
- 1.1.3 The Principal and the Operator seeks to tender new video screen and light-emitting diode ("LED") signage for the Venue, which must meet or exceed technical specifications as prescribed in Section 2.1 and Section 2.2
- 1.1.4 VenuesLive Management Services (NSW) Pty Ltd ('the Operator') is engaged by the Principal as its agent to operate the Venue on its behalf, pursuant to a stadium operator services agreement dated 20 December 2016. Together, the Principal and the Operator work collaboratively to plan, source, and manage projects for the Venue to ensure that value for money is achieved.
- 1.1.5 The procurement process for the video screen and LED signage for the Venue will be a single stage procurement via an open market Request for Tender. The Request for Tender will invite legal entities and/or a consortium of entities under one legal name to demonstrate their capability, capacity and product offering in relation to the Scope of Works, the Scope of Services, Scope for Additional Products and Works for new video screen and LED signage. This will include the Tenderers fixed and indicative pricing, and Schedule of Rates as requested in the Tender Schedules.
- 1.1.6 The Principal together with the Operator seeks to establish a long-term partnership in relation to the video screen hardware equipment and LED signage hardware equipment. To achieve this, the Request for Tender will be split into two separate packages:
- (i) Tender Package 1. Video Screens
  - (ii) Tender Package 2. LED Signage
- 1.1.7 Tenderers can elect to provide a Tender Response for Tender Package 1 - Video Screens and/or Tender Package 2 - LED Signage.
- 1.1.8 Each Tender Package will be evaluated separately to determine value for money and make a recommendation to award.
- 1.1.9 Tender Package 1. Video Screens is inclusive of:
- (i) Scope of Works for Video Screens (Including pricing for Option 1 and Option 2)
  - (ii) Scope of Services for Video Screens
  - (iii) Scope of Additional Products and Works for Video Screens
- 1.1.10 Tender Package 2. LED Signage will include:
- (i) Scope of Works for LED Signage (on-field, fence mounted and parapet ribbon LED)
  - (ii) Scope of Services for LED Signage
  - (iii) Scope of Additional Products and Works for LED Signage

- 1.1.11 The Principal and the Operator will negotiate, offer, and award the following proposed contracts to the successful Tenderer/s:
- a) a contract/s for the Scope of Works for design and construction of Video Screen/LED Signage between the Principal and successful Contractor in the form of a Venues NSW modified NSW Government GC21 contract.
  - b) a contract/s for the Scope of Services for Video Screens/ LED Signage between the Operator and the successful Contractor/s in the form of an Operator Services agreement.
  - c) a contract/s for the Scope for Additional Products and Works between the Principal and the Contractor/s in the form of a Venues NSW modified NSW Government GC21 Contract - Standing Offer Arrangement for additional Products and Works.
- 1.1.12 The Operator as agent for the Principal may elect to enter negotiations with a recommended Contractor/s for a separate Commercial Arrangement should a commercial agreement be deemed economically advantageous for the Operator and the Contractor/s.
- Contract/s for a commercial arrangement between the Operator and successful Contractor/s will be in the form of a bespoke commercial agreement which will be mutually negotiated between the Operator and the Contractor/s.
- 1.1.13 The Principal has engaged capital consultant Greg Potter of Digital Screen Displays Pty Ltd to provide technical expertise for this project. To be clear Greg Potter and Digital Screen Displays Pty Ltd has been excluded from submitting a Tender.
- 1.1.14 The Video Screens and the LED Signage as tendered will be an outright purchase by the Principal.
- 1.1.15 The Contractor/s will be accountable for liaising and reporting to the designated Principal Authorised Officers for the Works and Services.
- 1.1.16 A resulting Contract for the Works between the Principal and the Contractor will be for a single one-off period for the delivery of the Works and the defect liability period (24 months) post the Works practical completion date.
- 1.1.17 A resulting Contract for the Services between the Operator and the Contractor (or its approved Sub-contractor) will be contracted for the anticipated life of the asset, i.e., 5 years, plus five years.
- 1.1.18 A resulting Contract for the Standing Offer Arrangement for Products and Works between the Operator and the Contractor (or its approved Sub-contractors) will be contracted for the anticipated life of the asset, i.e., 5 years, plus five years.

## 1.2 Provisional Program for the Request for Tender

- 1.2.1 Below is the provisional program for the Request for Tender. The Principal may, at its absolute discretion, amend this provisional program. Any such amendment to this provisional program will be communicated with the open marketplace promptly via the NSW eTendering Website.

Request Program Items	Milestone Dates
1 Request for Tender published on NSW eTendering System to open market	Friday 18 December 2020
2 Voluntary Tender Brief and Venue Site Visit	<p>11:00am Wednesday 23 December 2020</p> <p><b>Registration of attendance</b> at the Tender Brief are to be sent to <a href="mailto:greg@digitalscreendisplays.com.au">greg@digitalscreendisplays.com.au</a> no later than 5:00pm 22 December 2020:</p> <p><b>Meeting Point:</b>  <a href="#">Stadium Australia</a> located at Sydney Olympic Park, NSW 2127</p> <p>Entry is via the Pedestrian access to the Stadium, which is via the pathway adjacent to the Stadium Service Road/Loading Dock Entry located off Edwin Flack Avenue, Sydney Olympic Park, NSW, 2127. The Pedestrian access to Stadium Australia is south of the P1 public parking station. (Please refer to attachment 1 of this document for illustration of Pedestrian access to Stadium Australia.</p> <p>Entities registered to attend the Tender Brief and initial Venues Site visit are encouraged to:</p> <ul style="list-style-type: none"> <li>▪ Arrive from <u>10:30am</u> Wednesday 23 December 2020.</li> <li>▪ park in Parking Station 1 (P1) at Sydney Olympic Park. Please note that there is no parking in the Stadium.</li> <li>▪ Make their way down the pedestrian path adjacent to the service road</li> <li>▪ Check in with Stadium security and register via the QR Code on display outside the security office.</li> <li>▪ After check-in with Stadium security, parties will be directed to the 'red carpet' on the western side of the Stadium and will be escorted to the meeting room/suite for the Tender Brief.</li> </ul>
3 Closing Time of Request	5:00pm, Friday 15 January 2021
4 Estimated date(s) for return correspondence with shortlisted Tenderers and unsuccessful Tenderers as part of the Request process	Early February 2021
5 Awarding of Contracts and Commencement Date	February 2021 or as otherwise mutually agreed.

## **2 Tender Preparation**

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### **2.1 Tenderer to inform itself**

2.1.1 Before submitting its Tender, a Tenderer must examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender and to satisfy itself:

- a) that the Tender is true and correct; and
- b) that the Tender is financially and practically viable to be performed and delivered.

## **3 Eligibility of Tender**

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### **3.2 Legal Entity of Tenderer**

3.2.1 Tenders must be submitted by a legal entity with the capacity to contract. The Principal only contracts with recognised and acceptable legal entities with a commitment to obtain all relevant insurance coverage. Tenderers who do not meet these requirements will not be considered and will be noted as non-conforming and be excluded from evaluation.

3.2.2 The Principal does not and will not contract with entities under any form of external administration. Any Tender submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter into a Contract with the Principal.

3.2.3 If a Tenderer is a trustee, the Principal may require:

- a) an unconditional undertaking in accordance with a Contract - Preliminaries Clause - Additional Security and Obligations for Trustees; and
- b) a signed statement from the Tenderer, provided before a Contract is awarded, making the following undertaking:

*“If (insert the legal name of the tenderer) is awarded a Contract for the Works and Services as per Tender SA CAPEX2021-003, it will provide security in the amount as advised by the Principal in accordance with the Contract and Preliminaries Clause - Additional Security and Obligations for Trustees, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries’ loans to the trustee is always greater than the total value of trust beneficiaries’ loans from the trustee.”*

Failure to provide the signed statement may result in the Tender being excluded for further consideration.

3.2.4 The Principal may ask a Tenderer to provide written evidence of its legal status or capacity to contract.

3.2.5 If requested by the Principal, a Tenderers may be required to provide evidence of their legal entity, by submitting a copy of an official document such as:

- a) Company registration and the name of office bearers issued by the Australian Securities and Investments Commission (ASIC), or
- b) A statement confirming the legal entity and signed by practising solicitor.

If requested to do this, the Tenderer will be required to submit the information within three (3) Business Days of receiving the request for such information.

### **3.3 Financial Capability of the Tenderer**

3.3.1 The Principal reserves the right to reject any Tender it receives if the Principal judges or determines that the Tenderer does not have the appropriate financial capability or capacity to deliver the Works at the time of Tendering.

3.3.2 Where the Principal forms the view that the Tenderer does not have the appropriate financial capability or capacity, the Principal reserves the right to make acceptance of any Tender, conditional upon the Tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Principal.

### 3.4 ABN Requirements

- 3.4.1 The Principal will not enter into a Contract with a company that does not have an Australian Business Number (ABN) and is not registered for Good and Services Tax (GST). Tenderers must be registered for GST and state their Australian Business Number (ABN) in their Tender.
- 3.4.2 Tenders received from Tenderers that do not have an ABN and are not registered for GST, such as Tenderers commencing business in Australia, may be considered at the Principal's sole discretion, only if the Tenderer can clearly demonstrate that it will obtain an ABN and GST registration before entering into a Contract with the Principal. Such Tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender.

## 4 Tender Lodgement and Closing Time

### 4.1 Tender Lodgement

- 4.1.1 Tenders must be lodged through the NSW eTendering website by the Tender Closing Time as specified below:

#### Lodgement Address

<b>Agency:</b>	Venues NSW
<b>Lodgement address:</b>	<a href="https://tenders.nsw.gov.au/">https://tenders.nsw.gov.au/</a>
<b>Tender Closing Time</b>	5.00pm AEST, Friday 15 January 2021

- 4.1.2 Tenders must be fully received by the Closing Time.
- 4.1.3 A Tender must be submitted electronically to the electronic tender box - NSW eTendering website at <https://tenders.nsw.gov.au/>, and follow the on-screen instructions to lodge the Tender.
- 4.1.4 The lodgement can only be made by a registered system user of the NSW Government eTendering system.
- 4.1.5 The Principal may, at its discretion, extend the Closing Time, if it is to the opinion that the marketplace requires additional time to adequately responded to the Request for Tender.
- 4.1.6 Tenders Validity Period will be 90 days upon lodgement

### 4.2 Tender Enquiries and Contact Officer

- 4.2.1 All enquires in relation to this Request for Tender process are to be via the below Contact Officer only:

<b>Contact Officer Name:</b>	<b>Greg Potter</b> of Digital Screen Displays Pty Ltd (as appointed agent for Venues NSW).
<b>Contact Officer Email:</b>	<a href="mailto:greg@digitalscreendisplays.com.au">greg@digitalscreendisplays.com.au</a>
<b>Phone:</b>	During normal business hours (M-F) only on 0413 628 600

- 4.2.2 Any information given to an interested respondent to clarify any aspect of this Request for Tender will also be given to all other respondents if, in the Principal's opinion, the information given would unfairly favour the enquiring respondent over other potential respondents/Tenderers to this Request for Tender.
- 4.2.3 Tenderers must not contact any elected representative of the NSW Parliament to discuss this Request for Tender, the preparation of its Tender or any other element of their participation in the Request for Tender process. Any inappropriate contact, solicitation, lobbying or canvassing of any parties or individual (including employees or independent agents of the Principal) may lead to immediate exclusion from the Tender process. A breach of this clause shall be determined at the sole discretion of the Principal.
- 4.2.4 Technical enquiries to the Contact Officer will be accepted up until 5 calendar days before the Closing Time of the Request for Tender. This is to allow for any technical enquires to be adequately addressed via an Addendum, if necessary, at least 4 calendar days calendar days before the Closing Time.



### 4.3 Voluntary Tender Briefing and Initial Site Visit

<b>Tender Brief Time</b>	The Voluntary Tender Brief will commence at <b>11:00am Wednesday 23 December 2020</b> . This tender brief is voluntary only.
<b>Registration of Attendance</b>	Entities must register to attend the Tender Brief and Initial Site Visit. Please register the entity name, and persons attending to the email address: <a href="mailto:greg@digitalscreendisplays.com.au">greg@digitalscreendisplays.com.au</a>
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### Additional Planned Venue Site Visit

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<b>Additional Venue Site Visit timeline</b>	The Additional Venue Site Visit are anticipated to take around 1.5 hours and will be broken into groups if necessary, to control group sizes.

- 4.3.1 Tenderers are encouraged to register and participate in the Tender Briefing and/or Venue Site Visits.
- 4.3.2 Any other planned Site visits beyond those listed above will be communicated to the marketplace by way of an Addendum.

#### **4.4 Conformity of Tenders**

4.4.1 The Principal seeks Conforming Tenders.

4.4.2 A Conforming Tender must include:

- Submitted by the Closing Time
- Acceptance of Section 1. Overview and Conditions of Tendering
- Acceptance and acknowledgment of Section 2.1 and/or 2.2 including the applicable Scope of Works, Scope of Services and Scope of Additional Products and Works.
- Conformance to the Mandatory Requirements as outlined in Section 2.1 and 2.2.
- Tender submitted as per the prescribed Tender Returnable Schedules as per Sections 3A and Section 3B
- Signed Tender by an Authorised Representative of the Tendering entity.

4.4.3 A Non-Conforming Tender may be immediately excluded from the Tender evaluation process without further consideration at the Principal's sole discretion.

#### **4.5 Prescribed Form of Tender**

4.5.1 The Tender must comprise of all completed Tender Returnable Schedules as per Sections 3A and 3B as per the Request for Tender.

#### **4.6 Submission of Tenders**

4.6.1 The following documents need to be completed and submitted by the Tenderer:

- a) Section 3A. Tender Non-Price Returnable Schedule; and
- b) Section 3B. TP1. Tender Price Returnable Schedule and/or
- c) Section 3B. TP2. Tender Price Returnable Schedule.

4.6.2 Where applicable, Tenderers are to refer to each Addendum and state that the Tender allows for the instructions given in the Addendum.

4.6.3 All information provided in the Tender must be in writing and in English. References to any costs or prices must be in Australian dollars.

4.6.4 Tenderers must complete all of Tender Returnable Schedules, as directed and must not amend or alter any of the questions provided.

4.6.5 Tenderers should notify the Principal via the Contact Officer before the Closing Time if they find any discrepancy, error or omission in the Request for Tender - Tender Returnable Schedules.

4.6.6 Tenderers must ensure that all attachments can be opened and viewed by Microsoft Excel 2010, Microsoft Word 2010 and/or Adobe PDF Reader.

4.6.7 It is recommended that electronic files be kept as small as practical and the lodgement files below 7 MB, as the limitations of the Internet and communications may affect the successful transmittal and receipt of large files.

4.6.8 When submitting an electronic Tender with supporting items:

- a) The complete Tender, including the supporting attachments, must be submitted by the Closing Time, and
- b) Supporting attachments provided by the Tenderer in support of its Tender should be designated as supporting attachments to the responses to which they relate.

#### **4.7 Submission Procedure and Tender Lodgement**

4.7.1 A Tender must be submitted electronically to the electronic tender box for this NSW eTendering website at <https://tenders.nsw.gov.au>, and follow the on-screen instructions to lodge the Tender.

4.7.2 Submit when requested, by the Tender Closing Time all Tender Returnable Schedules and any other proposal information required to allow further consideration of the Tender.

- 4.7.3 Submit the Tender Returnable Schedules and other required attachments by the Tender Closing Time given in the advertisement or invitation, by NSW eTendering website only at <https://tenders.nsw.gov.au/>
- 4.7.4 If the same Tenderer makes more than one Tender submission, the Tenderer is to mark each submission clearly as to whether it is a copy, or whether the submission supersedes another submission. Failure to meet this requirement may result in the Tender being rejected or passed in.
- 4.7.5 The Tender Response must be submitted in one zip file containing:
- a) Section 3A. Tender Non-Price Returnable Schedule; and
  - b) Section 3B. TP1. Tender Price Returnable Schedule and/or
  - c) Section 3B. TP2. Tender Price Returnable Schedule.

#### **4.8 Electronic Tenders**

- 4.8.1 A Tender submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW) and given the appropriate level of confidentiality, probity and attention.
- 4.8.2 A Tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the [Conditions and Rules on the NSW e Tendering website](#)
- 4.8.3 The files containing the Tenderer's Tender must be uploaded through the website to the [NSW Government eTendering system](#). Access to the uploading process is through the blue "Lodge a Tender" link, followed by the steps and instructions on the NSW eTendering website and any instructions which may have been supplied with the request documents, advertisement or invitation.
- 4.8.4 All Tenderers must observe the following format for lodgements:
- a) An electronically lodged Tender must be lodged in a file format required by the Request.
  - b) If a Tenderer compresses files, it must be possible to decompress them using WinZip. A Tenderer must not submit self-extracting (\*.exe) zip files.
  - c) A Tenderer must not change the pre-existing text in the Request, other than to insert the required information.
  - d) The envelope/s, File/s name/s must not have invalid characters names/loading pathnames too long for the system.
- 4.8.5 A Tenderer must ensure that a Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 4.8.6 Electronically submitted Tenders may be made corrupt or incomplete, for example by computer viruses. The Principal may decline to consider for acceptance a Tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:
- a) to reduce the likelihood of viruses, a Tenderer must not include any macros, applets, or executable code or files in a Tender, and
  - b) Electronically submitted files are free from viruses by checking the files with an up-to-date virus-checking program before submission.
- 4.8.7 The Principal will not be responsible in any way for any loss, damage, or corruption of electronically submitted Tenders.
- 4.8.8 If a Tenderer experiences any difficulty or challenges with the NSW etendering website or system in submitting a Tender, or otherwise, it is encouraged to email the Principal's Contact Officer promptly with their issues:
- a) If there is a defect or failure of the NSW eTendering system and the Principal is advised, the Tender Closing Time may be extended provided that, in the view of the Principal, the Request for Tender process will not be compromised by such an extension.
  - b) Tenders must be fully received by the Closing Time.

4.8.9 If a Tenderer provides multiple lodgements, the latest Tender received will be the Tender to be evaluated unless the Tenderer provides clear instruction/direction to whether the lodgement is:

- a) supporting attachments;
- b) a further part of a Tender that has been previously submitted.

#### **4.9 Late Tenders**

4.9.1 Late Tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised.

4.9.2 The Principal shall not penalise any Tenderer whose Tender is received late if the delay is due solely to mishandling by the Principal or the NSW eTendering system.

#### **4.11 Extension of Closing Time**

4.11.1 The Principal may, in its sole discretion, extend the Closing Time.

#### **4.12 Corruption or Unethical Conduct**

4.12.1 If a Tenderer or any of its officers, employees, agents, or sub-contractors is found to have:

- a) offered any inducement or reward, of any kind, to any public servant or employee, agent or subcontractor of the Principal or the NSW Government in connection with this request or the submitted Tender;
- b) committed corrupt conduct in the meaning of the Independent Commission Against Corruption Act 1988; or
- c) a record of unconscionable and unethical behaviour;

this will result in the Tender not receiving further consideration.

4.12.2 The Principal may, in its discretion, invite a Tenderer to provide written statement within a specified time before the Principal excludes a Tender and Tenderer on this basis.

4.12.3 If the Principal becomes aware of an improper conflict of interest (actual, perceived or potential conflicts) by a successful Tenderer after a Contract/s has been executed, then the Principal reserves the right to immediately terminate the Contract/s.

#### **4.13 Supplier Code of Conduct**

4.13.1 Tenderers must comply with the codes, guidelines, and standards listed including the [NSW Procurement Code of Practice for Procurement](#) and the [NSW Government Supplier Code of Conduct](#).

4.13.2 Tenderers and the successful Contractor must inform VNSW with any information, whatsoever, concerning any findings of dishonest, unfair, unconscionable, corrupt, or illegal conduct against its entity, its directors or management and sub-contractors or agents' directors or management.

4.13.3 The successful Tenderers will be required to comply with the [NSW Implementation Guidelines for Procurement: Building and Construction](#)

4.13.4 Tenderers must acknowledge and agree that it:

- a) is aware that the [NSW Government Supplier Code of Conduct](#) is applied to the Contract;
- b) has taken to read and understand the [NSW Government Supplier Code of Conduct](#) and the obligations they impose;
- c) will comply with the [NSW Government Supplier Code of Conduct](#) and the [NSW Procurement Code of Practice for Procurement](#) in relation to the Contract/s, which includes, but is not limited to giving access to authorised personnel to inspect any work, material, or machinery, inspect and copy any record relevant to the Contract Arrangement, and includes interviewing any person;

- d) will agree, if successful in this procurement process, to the terms that give effect to the [NSW Government Supplier Code of Conduct](#) and mechanisms to ensure their compliance and enforcement; and
  - e) will comply with, and ensure all of its related entities (agents and Subcontractor/s) comply with, the [NSW Government Supplier Code of Conduct](#) and [NSW Procurement Code of Practice for Procurement](#) in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting a response to this procurement process.
- 4.13.5 If a Tenderer fails to comply with the [NSW Government Supplier Code of Conduct](#) or the [NSW Procurement Code of Practice for Procurement](#) the Principal may take the failure into account when considering this or any subsequent tender and may pass in such tender.

#### **4.14 Cost, efficiency, productivity, and workplace safety**

- 4.14.1 The Tenderer agrees that it acknowledges and is fully commitment to providing the following mandatory requirements under the Contract:

- a) a Work Health and Safety (WHS) Management Plan or Site-Specific Safety Management Plan and any other documents and information necessary to ensure that Work Health and Safety Practices are implemented for the Works and Services; and
- b) the Schedules of Compliance that is attached to this procurement process, properly executed by or on behalf of the Tenderer.

- 4.14.2 The Tenderer acknowledges that by submitting a Tender, it agrees to the Principal in taking any steps to investigate claims, statements and assertions made by the Tenderer in any of the documents referred to above in 4.12 before a Contract is awarded.

The tenderer acknowledges and agrees to cooperate with the Principal in respect of the investigation of compliance with the NSW Guidelines and further agrees that that compliance is a mandatory requirement of the procurement process.

- 4.14.3 The Tenderer will allow authorised personnel to:

- a) access premises and sites controlled by the tenderer or its related entities;
- b) inspect and copy relevant records and documents;
- c) inspect any work, material, machinery, appliance article or facility; and
- d) interview any person;

as is necessary to investigate the claims, statements and assertions made by the tenderer in the response or to demonstrate the tenderer's current or, where relevant, past compliance with the [NSW Government Supplier Code of Conduct](#) during the procurement process.

#### **4.15 Disclosure of Information**

- 4.15.1 Notwithstanding any other provision of the procurement process, the Tenderer agrees and consents to the disclosure of information concerning the Tenderer's, and the Tenderer's related entities', compliance with the [NSW Procurement Code of Practice for Procurement](#) and the [NSW Government Supplier Code of Conduct](#) including the disclosure of details of past and present compliance to the [NSW Procurement Code of Practice for Procurement](#) and the [NSW Government Supplier Code of Conduct](#) and the National Code of Practice for the Construction Industry, and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry as varied from time to time, including whether or not sanctions have been imposed on a Tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of New South Wales, including its agencies (including the Client Agency), Ministers and the CCU (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the [NSW Procurement Code of Practice for Procurement](#) and the [NSW Government Supplier Code of Conduct](#)

#### **4.16 Approval of Nominated Subcontractors/Agents**

4.16.1 Where the Tenderer proposes to have approval for the use of nominated Subcontractors or agents under a Contract/s, the Tenderer agrees that it will ensure, through contract, that each Subcontractor it engages agrees to:

- a) the contractual promises in clauses 4.12, 4.13 and 4.14 in respect of the relevant Subcontractor;
- b) comply at all times with any applicable plans, policies, related to a Contract, as referred to in 4.13 (Cost, efficiency, productivity, and workplace safety); and
- c) where a Subcontractor is nominated and Approved by the Principal, that the nominated party cooperates with authorised personnel including any additional due diligence for the purposes outline in 4.13.2.

#### **4.17 Goods and Services Tax**

4.17.1 All Prices, Fees and Rates and any other amounts provided in the Tender, unless otherwise stated, are to be provided and defined as excluding GST.

#### **4.18 Addendum to Tender**

4.18.1 If for any reason, the Principal, at its sole discretion, requires the Request for Tender to be amended before the Closing Time, an Addendum will be issued.

4.18.2 During the Request Period, the Principal may issue an amendment altering the Request for Tender. In such cases, the Tenderer must verify if any Addendum were issued before the Closing Time, even if a Tender has already been submitted.

4.18.3 In each case, an Addendum becomes part of the Request for Tender.

4.18.4 Tenderers must check the website address <https://tenders.nsw.gov.au/> and download the Addendum.

#### **4.19 Request for Tender Document Precedence**

4.19.1 If there is inconsistency among any Sections of this Request for Tender, the following order of priority will apply so that the higher ranked document will prevail to the extent of the inconsistency:

- a) Any Addendum (in date order for multiple Addendums); then
- b) Section 2.1 and 2.2 (as applicable). The Scope of Works/Scope of Services/Scope of Additional Products and Works for Video Screens and LED Signage; then
- c) Section 4. The Contract/s; then
- d) Section 1. Overview and Conditions of Tendering.

#### **4.20 Tenderers Costs**

4.20.1 The Tenderer acknowledges that the Principal will not be liable to it for any expenses or costs incurred by it as a result of its participation in this Request for Tender.

#### **4.21 Custody of Tenders after Receipt**

4.21.1 On receipt of a Tender being lodged electronically to the NSW Government eTendering system, Tenders are automatically encrypted and stored in a secure "electronic tender box."

4.21.2 For reasons of probity and security, the Principal and its agent are prevented from interrogating the electronic Tender box to ascertain whether Tenders have been received or for any reason, until after the Closing Time.

4.21.3 The e-mail receipt that is sent to a system user lodging the Tender after successfully lodging the Tender electronically to the NSW Government eTendering system is the only evidence of Tender lodgement provided.

#### **4.22 Ownership of Tenders**

4.22.1 All Tenders become the property of the Principal on Lodgement.

4.22.2 The Principal may make copies of a Tender for any purpose related to this request.

#### **4.23 Discontinuance of the Request for Tender Process**

- 4.23.1 Where the Principal determines that proceeding with the Request process would not be in the NSW public interest, the Principal reserves the right to discontinue and cancel the Request process at any point.

#### **4.24 Variations to Tenders**

- 4.24.1 At any time after the Closing Time and before any Tender/s received is accepted, a Tenderer may, subject to clause 4.24.2, vary its Tender:
- a) by providing the Principal with further information by way of explanation or clarification or;
  - b) by correcting a mistake or anomaly.
- 4.24.2 a variation may be made either:
- a) at the request of the Principal, or
  - b) with the consent of the Principal at the request of the Tenderer; but only if,
    - (i) in the case of variation requested by the Tenderer under clause 4.24.2 (a)-(b), it appears to the Principal, that it is reasonable in the circumstances to allow the Tenderer to provide the information or correct the mistake or anomaly; or
    - (ii) in the case of variation under clause 4.24.2, the Principal has confirmed that the documentation changes reflect what has been agreed.
- 4.24.3 If a Tender is varied in accordance with clause 4.24.2 (a) or (b), the Principal will provide all other Tenderers whose Tenders have similar characteristics with the opportunity to vary their Tenders in a similar way.
- 4.24.4 A variation of a Tender under clause 4.24.1 will not be permitted if in the Principal's view:
- a) it would substantially alter the original Tender; or
  - b) in the case of variation under clause 4.24.1 (a) or (b), it would result in the revising or expanding a Tender in a way that would give a Tenderer an unfair advantage over other Tenderers.

### **4 Assessment and Evaluation Process**

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#### **4.1 Assessment and Evaluation Process**

- 4.1.1 Tenders may be accepted whole or in part for aspect of the Works, Services, or Additional Products and Works. All Tenders will be evaluated using the criteria defined in this clause.
- 4.1.2 Tenders will be assessed against the evaluation criteria listed below, which are not indicated in the order of significance or weighting.
- 4.1.3 Information supplied by a Tenderer in Tender Returnable Schedules [Sections 3A and Section 3B] will directly contribute to the evaluation against each criterion. Tenderers are advised to respond clearly and concisely to all questions in the Tender Returnable Schedules, which will directly relate to either mandatory criteria or to the evaluation criteria listed.
- 4.1.4 Tenders that do not include completed Returnable Schedules, in particular those Tenders which do not contain sufficient information to permit a proper or effective evaluation to be conducted, or electronic Tenders that cannot be effectively evaluated because the file has become corrupt, may be automatically excluded without further consideration at the Principal's discretion.

## **4.2 Tender Evaluation Criteria**

4.2.1 The criteria for the assessment of this Tender is set out below. Tenders will be assessed, and may be culled, short-listed and/or ranked in order based on this criterion:

a) **Mandatory Compliance Criteria**

- (i) Submitted by the Closing Time
- (ii) Acceptance of Section 1. Conditions of Tendering
- (iii) Acceptance and acknowledgment of Section 2.1 and/or 2.2 as Tenderer
- (iv) Compliance to all legislative and mandatory requirements set out in Section 2.1 and/or 2.2 as Tendered
- (v) Tender submitted as per the prescribed Tender Schedules as per Sections 3A and Section 3B
- (vi) Conformance to Sections 3A: Schedule 1 - Tenderer's Details
- (vii) Conformance to commitment to Insurance requirements
- (viii) Conformance to compliance with Conditions of Tender
- (ix) Signed Authorisation of Tender Offer.

b) **Non-Price Criteria for Tender Package 1. Video Screens**

- (i) Tenderers capability to deliver very large and complex video screen design and construction works.
- (ii) Tenderers nominated representative, nominated project personnel and Sub-Contractors for the Works/Services
- (iii) Tenderers proposed Video Screen Products overall quality and fitness for purpose

c) **Non-Price Criteria for Tender Package 2. LED Signage**

- (i) Tenderers capability to deliver very large and complex LED Signage design and construction works.
- (ii) Tenderers nominated representative, nominated project personnel and Sub-Contractors for the Works/Services
- (iii) Tenderers proposed LED Signage Products overall quality and fitness for purpose

d) **Price Criteria for Tender Package 1. Video Screens**

- (i) Option 1 Scenario - Whole of Life cost for the Scope of Works and Scope of Preventative Services.
- (ii) Option 2 Scenario - Whole of Life cost for the Scope of Works and Scope of Preventative Services

e) **Price Criteria for Tender Package 2. LED Signage**

- (i) Whole of Life cost for the Scope of Works and Scope of Preventative Services for all LED



### **4.3 Fixed Rate, Indicative Rates and Schedule of Rates**

- 4.3.1 The Request for Tender requires each Tenderer to provide Fixed Rates where defined against the Scope of Works for the Video Screens (Option 1 and Option 2) and/or the Scope of Works for the LED Signage.
- 4.3.2 The Request for Tender requires each Tenders to provide Indicative Rates where defined against the Scope of Works for the Video Screens (Option 2)
- 4.3.3 The Request for Tender requires each Tenderers to provide Fixed Rates and Schedule of Rates for Scope of Services for the Video Screens Option 1 and Option 2
- 4.3.4 The Request for Tender requires each Tenderer to provide Fixed Rates and Schedule of Rates for Scope of Services for the LED Signage
- 4.3.5 The Request for Tender requires each Tenders to provide Schedule of Rates for Scope of Additional Product and Services for Video Screens
- 4.3.6 The Request for Tender requires each Tenders to also provide Schedule of Rates for Scope of Additional Product and Services for Video Screens and LED Signage. Additional Product and Works Schedule of Rates will be applied where the Principal or the Operator seek to make additional purchases or variations to a Contract.
- 4.3.7 The Tenderer will need to complete and submit its Rates as defined in Section 3B Tender Price Returnable Schedule where applicable for Tender Package 1 - Video Screens and/or Tender Package 2 – LED Signage.

### **4.4 Clarifications from Tenderers**

- 4.4.1 The Principal may in its sole discretion, and as part of the evaluation process, invite Tenderers or short-listed Tenderers to make a presentation regarding its Tender to the Principal. The Tenderer shall make any presentations at its own cost.

The Principal may in its discretion and as part of the evaluation process or short-listing process:

- a) inform the Tenderer that it will be conducting planned or unplanned site visits to review Product/s, Works or Services at existing or previous works or service locations.
- b) inform the Tenderer that it wishes to conduct testing on a Tendered Product/s to verify its performance against the Performance and Technical Requirements.

Such reviews will be carried out to validate the Tenderers claims including their Product or key personnel capability, and capacity. Any such site visits or testing will be formally documented by the Principal.

- 4.4.2 Conducting any process or processes as outlined in section 4.4.1(a) and (b), in no way represents a commitment by the Principal to accepting any aspect of a Tenderer's Tender. Conducting any of the process or processes as outlined in section 4.4.1(a) and (b) may be a due diligence exercise for the Principal to verify or validate any items of a Tenderer's Tender or to further evaluate a Tender.
- 4.4.3 All information obtained during any interviews, presentation or site inspection may be taken into consideration in the evaluation of a Tender, risk analysis of a Tender, the recommendation of awarding a Contract/s to a Tenderer.

### **4.5 Acceptance or Rejection of Tenders**

- 4.5.1 The Principal is not bound to accept the lowest priced tender
- 4.5.2 The Principal may, in its absolute discretion accept tenders that do not conform strictly with all the requirements of the Tender. The Principal expressly reserves the right to accept, a Non-Conforming Tender or part of a Non-Conforming Tender that, in the Principal's judgement, is substantially deemed a Conforming Tender.

- 4.5.3 Tenders which do not comply or conform with any of the requirements of, or which contain conditions of departures not required or suitable by the Conditions of Tendering may be excluded from further consideration by the Principal.
- 4.5.4 If the Principal rejects all the Tenders received as part of the Request for Tender process it may cancel and invite new tenders based on the same or different criteria.
- 4.5.5 No Tender or departures from the Tender is accepted until the Principal gives an acceptance or agreement in writing in the form of the Contract/s.
- 4.5.6 Tenderers must not consider that their Tender has been accepted until they receive formal written notice of acceptance to the tenderers.
- 4.5.7 The Principal may cancel or terminate the Request for Tender process at any time should the Principal determine that there is no value for money to the NSW Government in proceeding with the Request for Tender. The Principal will immediately notify all Tenderers of any such the cancellation or termination of the Request for Tender process.

#### **4.6 Exchange of Information between Government Agencies**

- 4.6.1 Lodgement of a Tender will itself be authorisation by the Tenderer to the Principal to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the Tenderer's performance on any agreement that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification for selective requests for quotation/tender lists, expressions of interest or the award of an agreement.
- 4.6.2 The provision of the information by the Principal to any other NSW Government agency is agreed by the Tenderer to be a communication falling within section 30 of the Defamation Act 2005 (NSW), and the Tenderer shall have no claim against the Principal 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 Tenderer arising out of the communication.
- 4.6.3 In the evaluation of Tenders, the Principal may take into account any truthful and factual information about the Tenderer that the Principal receives that may help inform its due diligence and risk assessment exercise of a Tenderer or a Tender. In the avoidance of doubt, information that may be collected, exchanged, and used in accordance with this provision includes "personal information" about the Tenderer for the Privacy and Personal Information Protection Act 1998. Lodgement of a Tender will be an authorisation by the Tenderer to the Principal to collect such information from third parties and to use and exchange such information in accordance with this clause.

### **5 Notification of Short-listing**

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Tenders may be short-listed by the Principal. No Tenderers shall be deemed to have been short-listed by the Principal until the Tenderer has been notified of such in writing by the Principal.

### **6 Negotiation or Best and Final Offer Process (BAFO) with Short-listed Tenderers**

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The Principal may invite short listed Tenderer/s to then enter further due diligence exercises, negotiations and/or a Best and Final Offer Process as part of additional evaluation of short-listed Tenderers.

### **7 Performance**

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The successful Tenderer's performance will be monitored under the Contract in accordance with Procurement Practice Guide *Performance management practice guide*. Unsatisfactory performance will be taken into account when considering future opportunities for engagements with NSW Government agencies.

## 8 Disclosure Information

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- 8.1.1 Following the Principal's decision, all Tenderers will be notified in writing of the outcome of the Request for Tender process.
- 8.1.2 Details of the award of a Contract following this Request for Tender process will be disclosed in accordance with the Government Information (Public Access) Act (NSW) 2009.

## 9 Protection of Privacy

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- 9.1.1 The Tenderer warrants, in respect of any personal information provided in its Tender, or for the purpose of any award of a Contract as a result of the Request for Tender process that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:
- i) that the information is being collected to evaluate tenders and administer one or more Contracts and may be made available to NSW government agencies or local government authorities for those purposes;
    - a. of any consequences for the individual if the information (or any part of it) is not provided;
    - b. whether the supply of information by the individual is required by law or is voluntary; and
    - c. of the existence of any right to access or correct the information.

## 10 Aboriginal Procurement Policy

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- 10.1.1 The NSW Government's Aboriginal Procurement Policy set out mandatory requirements for ***Aboriginal participation in Construction (APIC) Policy***. This includes, but not limited to:
- a) Contractors may be asked to provide input to an Aboriginal Participation Plan quarterly on progress towards the requirements in the Aboriginal Plan on all works up to \$10 million, if required.
  - b) Data for Aboriginal Participation Plans may be requested as part of this Contract.

## 11 Work, Health and Safety

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- 11.1.1 The Principal is committed to providing safe workplaces and environments for all stakeholders, including the general public throughout all delivery aspects for the Works and Services. All Works and Services provided must be safe.
- 11.1.2 The successful Tenderer will be required to manage Work, Health and Safety in accordance with the requirements of the NSW Government Occupational Health and Safety Management Systems Guidelines. Including providing a Work, Health and Safety Management Plan for the Works and Services. The Guidelines are available on the Buy NSW website.
- 11.1.3 The successful Tenderer will be required to manage its own Work, Health, and Safety Systems and Process as outlined in Section 2.1 and 2.2.

## 12 Instruments of the Services

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- 12.1.1 The following documents and electronic resources are available on the Internet for inspection at tender and used by the successful Tenderer in the conduct of the Works under the Contract.

### **NSW Government codes and procurement guideline documents:**

- NSW Government [Code of Practice for Procurement](#)
- NSW Government [Procurement System for Construction](#)
- NSW Government [Procurement guideline documents:](#)

### **Procurement System for Construction guidance material:**

- [Performance management](#)
- [Claim and dispute resolution](#)

## Appendix 1 Definitions and Interpretation

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Unless indicated and defined otherwise the following terms, where used in this request, shall have the meanings set out below.

**“ABN”** means an Australian Business Number as provided in GST Law.

**“Addendum”** means an addition to this Request for Tender made by the Principal before Closing Time.

**“Additional Products and Works”** means the Scope of Additional Products and Works under a standing offer arrangement, which may be purchased by the Principal or the Operator to be delivered in connection with a Contract aligned to Section 2.1 and/or Section 2.2 Scope of Additional Products and Works.

**“Closing Time”** means the closing date and closing time for receipt of tender, specified in this document.

**“Code”** means the [NSW Government Supplier Code of Conduct](#) and the [NSW Procurement Code of Practice for Procurement](#) as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to this particular tender.

**“Commercial Arrangement”** means a commercial arrangement in which a successful Tenderers and the Operator may commence negotiations to determine value in a commercial arrangement and for a bespoke agreement for such an arrangement.

**“Conforming Tender”** means a Tender that conforms in all material aspects to:

- Submitted by the Closing Time
- Acceptance of Section 1. Overview and Conditions of Tendering
- Acceptance and acknowledgment of Section 2.1 and/or 2.2 including the applicable Scope of Works, Scope of Services and Scope of Additional Products and Works.
- Conformance to the Mandatory Requirements as outlined in Section 2.1 and 2.2.
- Tender submitted as per the prescribed Tender Returnable Schedules as per Sections 3A and Section 3B
- Signed Tender by an Authorised Representative of the Tendering entity.

**“GST”** means Goods and Services Tax and has the same meaning as in the GST Law.

**“GST Law”** means any law imposing a GST and includes A New Tax System (Goods & Services Tax) Act 1999 (Commonwealth) or if that Act does not exist, means any Act imposing, or relating to a GST and any regulation made under those Acts.

**“GST Free Supplies”** and **“Input Taxed Supplies”** have the same meaning as in the GST Law.

**“Non-Conforming Tender”** means a Tender that does not conform in all material aspects to:

- Submitted by the Closing Time
- Acceptance of Section 1. Overview and Conditions of Tendering
- Acceptance and acknowledgment of Section 2.1 and/or 2.2 including the applicable Scope of Works, Scope of Services and Scope of Additional Products and Works.
- Conformance to the Mandatory Requirements as outlined in Section 2.1 and 2.2.
- Tender submitted as per the prescribed Tender Returnable Schedules as per Sections 3A and Section 3B
- Signed Tender by an Authorised Representative of the Tendering entity.

**“Principal”** means Venues NSW;

**“Request for Tender”** and **“Request”** means the published Tender Documentation issued under this Request for Tender process.

**“Request Period”** means the time between the Request for Tender publication date and time to the Closing Time.

**“Standards”** means the National Building Code of Australia and Australian Standards where such standards are defined or exist and are applicable to the Scope of Works, Scope of Services, Scope of Additional Product and Services. Standards are as defined and/or published by the relevant industry

authorities such as Australian Standards and New Zealand Standards, or may extend to the most applicable and better practice standard or codes were relevant and current including International Standards.

**“Services”** means the Services to be delivered in connection with a Contract as specified in Section 2.1 - Tender Package 1: Video Screens and Section 2.2 - Tender Package 2: LED Signage.

**“Tender”** means a legal entities Lodgement of Section 3A. Tender Non-Price Returnable Schedule; and Section 3B. Tender Price Returnable Schedule and any relevant attachments forming part of Section 3A. Tender Non-Price Returnable Schedule.

**“Validity Period”** means the period by which a Tender is to remain open for acceptance by the Principal.

**“the Venue/the Site”** means [Stadium Australia](#) located at Sydney Olympic Park, NSW 2127.

**“Works”** means the Scope of Works to be delivered in connection with the Contract/s as specified in Section 2.1 - Tender Package 1: Video Screens and Section 2.2 - Tender Package 2: LED Signage.

## **Attachment 1 – Pedestrian access to Stadium Australia for Tender Brief and Site Visits**

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**Pedestrian access to Stadium Australia is via the pathway adjacent to the Stadium Service Road / Loading Dock Entry (see image at left) located off Edwin Flack Avenue, just south of the P1 public parking station.**