



INVITATION TO TENDER

TENDER NO. T02761960

in respect of

**RESEARCH TO IMPROVE PREDICTION OF ALGAL
BLOOM BEHAVIOUR**

SCA Collaborative Research Program

Contract Officer: Raj Rajendran

Facsimile No.: 02 4725 2596

Email Address: raj.rajendran@sca.nsw.gov.au

Closing Date and Time: **10.00AM Wednesday 4/11/2009**

Place for Lodgement: **Either**
through the NSW Government
eTendering web site www.tenders.nsw.gov.au/sca

or
lodgement to

Tender Box
Sydney Catchment Authority
Level 4, 2-6 Station Street
PENRITH NSW 2750

Hard Copy (if required) Tender Document Cost: \$55.00 inclusive of GST

PART A - CONDITIONS OF TENDER

A1. THE TENDER

- (a) The Tenderer submits its Tender to carry out the Works for the Fee set out in Schedule 1.
- (b) The Tender is submitted as an offer that may be accepted by the SCA by a letter of acceptance.
- (c) Unless otherwise agreed the terms of the Contract will be in accordance with the Invitation to Tender.
- (d) The SCA may issue a formal instrument of agreement if it so chooses.
- (e) Tenders are to be deposited in or posted to the Tender Box on Level 4, 2-6 Station Street, Penrith NSW 2750 addressed to the Procurement Manager or through the SCA's online eTendering website at <https://tenders.nsw.gov.au/sca>. Tenders submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than tenders submitted by other means. Tenderers, by electronically submitting a tender, are taken to have accepted any conditions shown on the SCA online eTendering website. The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt. Applications submitted electronically must be in Adobe PDF file format that can be read, displayed and printed. Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Applicants must not submit self-extracting (*.exe) zip files. Tenderers must not change existing text in electronic tender forms other than to insert required information.
- (f) The SCA will not consider late tenders.
- (g) The Tenderer's Tender shall remain open for acceptance by SCA for 90 days from the Closing Date.
- (h) The Tenderer acknowledges that no information provided by or on behalf of the Tenderer to the SCA is or will be false or misleading.
- (i) The Tenderer warrants that it submits its Tender in good faith.
- (j) The SCA may, in its sole discretion, reject or accept any Tender or abandon the tender process and will not be liable to any Tenderer for any such decision.
- (k) The Tenderer must complete Schedules 1 and 2 and other documentation in the form required by the Invitation to Tender.
- (l) Tenderers are required to independently acquaint and satisfy themselves with all aspects of this Invitation to Tender. Tenderers shall be deemed to have:
 - (i) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender;
 - (ii) satisfied themselves as to the correctness and sufficiency of the Tender and that all Fees cover the cost of complying with the Invitation to Tender and all

matters and things necessary for the due and proper provision of the Works;
and

- (iii) examined the Sites where the Works will be provided and satisfied themselves as to the ingress and egress to the Sites, physical restrictions, environmental and safety considerations and all necessary approvals required.
- (m) There is **no** tender briefing for this tender. Tenderers should initially contact the Contract Officer by facsimile or email if they have any queries. Tenderers should note that all answers to clarification questions will be issued in writing to all Tenderers.
- (o) The SCA reserves the right to seek clarification, verification and additional information from third parties and the Tenderer authorises the SCA to do so.
- (p) The Tenderer acknowledges and warrants that:
 - (i) It has not provided nor will it provide false and misleading information to the SCA;
 - (ii) No conflict of interest exists at the date of submitting this Tender. The Tenderer will immediately inform the SCA of it becoming aware of any actual or potential conflict of interest at any time;
 - (iii) Evidence of collusive tendering may lead to the rejection of some or all Tenders and Tenderers involved in such practices may be barred from tendering to the SCA in the future; and
 - (iv) The SCA may invite, consider evaluate and accept Tenders from entities which were involved (in any way) in the preparation of the Invitation to Tender (including the Specification).
- (q) All fees must be submitted in Australian currency.
- (r) The Tender Fee shall include GST. The Tender Fee shall be payable by cash, acceptable credit cards or cheque drawn in favour of the "Sydney Catchment Authority".
- (s) The SCA will evaluate the Tender based on the Technical response to the requirements of the Tender along with the Commercial risk and compliance and the Tender Fee. The information used to evaluate the Tenders will include but not be limited to the information submitted by the Tenderer in the Schedules.
- (t) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA may publish the following information about a contract awarded under this Invitation to Tender:
 - (i) details of Contract (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the Contract; the period of the Contract);

- (ii) the full identity of the successful Tenderer including details of cross ownership of relevant companies;
 - (iii) the Fee and the basis for future changes in the Fee;
 - (iv) the significant evaluation criteria and the weightings used in tender assessment; and
 - (v) provisions for re-negotiation (where applicable).
- (u) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA publishes information regarding the contracts it enters into with private sector (on the internet and elsewhere as determined by the SCA). This disclosure is made in full compliance with the *Freedom of Information Act* 1989 (as amended by the *Freedom of Information (Open Government – Disclosure of Contracts) Act* 2006) ('the FOI Act') and Premier's Memorandum M2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts.
- (v) Tenderers may request that SCA not disclose information included in their Tender that would place the Tenderer at a substantial commercial disadvantage with its competitors but must give the reasons for requesting this. Tenderers must identify any information within their Tender which is considered Commercial-in-Confidence by marking such information "Commercial-in-Confidence". Such a notation will assist SCA in deciding which, if any, information should be disclosed but does not necessarily prevent disclosure. Only that information which is genuinely confidential should be marked "Commercial-in-Confidence". SCA will advise a Tenderer in contention for the Contract what information it agrees not to disclose. SCA's decision is however final and is at SCA's absolute discretion and Tenderers will not make any claim against SCA in relation to any action taken under this clause. A decision by SCA under this paragraph is not a decision which falls within any dispute resolution procedures specified in the Contract being tendered for.
- (w) The Tenderer will keep confidential and will not disclose to any third party any information, whether oral or recorded, including all drawings, specifications and other documents, provided to or obtained by the Tenderer concerning SCA or this Tender, which is not in the public domain (or which is in the public domain as a consequence of a breach of this provision). The Tenderer may, however, make disclosure to a bona fide independent consultant, subcontractors or suppliers retained by the Tenderer for the purposes of preparing or submitting this Tender provided that the consultant has furnished a written undertaking of confidentiality to SCA on terms similar to this clause. Without limitation no Tenderer will in any way publicise its Tender or proposed Tender.
- (x) Where a Tenderer offers an alternative option which may benefit the SCA it should accompany the conforming Tender, be fully described, including how it differs from the requirements of the Invitation to Tender, and all foreseen advantages detailed. All such alternatives will be considered on their merits.

A2. ASSESSMENT OF TENDERS

- (a) The SCA will evaluate Tenders received in order to assess which Tender(s), if any, will be accepted.

- (b) In the course of the evaluation process, the SCA may request additional information by way of clarification or otherwise. The cost of providing any additional information must be borne by the Tenderer.
- (c) Tenderers are advised that the SCA reserves the right to seek clarification, verification and additional information from third parties, and the Tenderer authorises the SCA to do so.
- (d) As part of the evaluation process, selected Tenderers may be invited to make a presentation to the SCA.
- (e) All valid Tenders will be evaluated in accordance with the criteria set out below. The criteria are not listed in any special order, some may be mandatory, will not necessarily be accorded equal weight and are not exhaustive.
- (f) The weightings for the evaluation criteria are as follows:

Technical – 65%, Price 30%, Commercial 5%

The technical criteria is to be assessed as per the sub-criteria below:

- (1) The relevance of the proposed project to one or more of the research areas outlined in the proposal and the likelihood of the project advancing the SCA's ability to manage blue-green algal related issues in its storages (30%).
- (2) The appropriateness of the project methodology proposed and its ability to deliver the required result (30%).
- (3) The expertise of the proposed project team members and their experience in undertaking similar work (30%).
- (4) The resources (equipment, facilities, financial and/or non-financial support offered by the proponent) available to support the successful completion of the project (10%).

The price criteria will be assessed by the SCA as per the sub-criteria below:

- (1) value for money (50%)
- (2) price (50%) – (NOTE All prices quoted will be made comparable by calculating the prices over the longest quoted period. E.g. if a first tender is 1 years and \$100,000, and a second tender is 6 months and \$40,000, then the second would be “adjusted” to \$80,000 to enable comparison with the first)
- (g) The Schedules referred to above are a guide only and SCA reserves the right to review any Schedule or any part of the Tender submitted as part of the assessment of any criteria.
- (h) SCA may engage the Works of external organisations to assist with the evaluation of Tenders.

- (i) No contract whatsoever shall come into existence between the SCA and the Tenderer until a formal letter of acceptance is issued in relation to this Invitation to Tender and then only on the terms outlined in that letter of acceptance and any contract which may have come into existence regarding the tender process, which may but for this clause have come into existence, is excluded. If notwithstanding this clause such a contract is found then the SCA's liability in respect of this contract is limited to \$1.00.
- (j) If the SCA determines, in its absolute discretion, that the Service Provider requires a Permit to Work Certificate or equivalent the Service Provider shall not commence the Services until such permit is received and the Service Provider shall comply with the terms and conditions of the Permit to Work Certificate in carrying out the Services.

A3. NEW SOUTH WALES GOVERNMENT AND SCA'S POLICIES

- (a) The attention of all Tenderers is drawn to the National and New South Wales Government policies, codes, NSW Government 'Local Jobs First Plan' and purchasing policies which may apply to this Invitation to Tender.
- (b) All Tenderers must comply with the requirements of the following National and NSW Codes (the 'Codes'):
 - (i) National Codes;
 - (ii) National Code of Practice for the Construction Industry;
 - (iii) NSW Government Procurement Policy (2004); and
 - (iv) NSW Government Code of Practice for Procurement.
- (c) The demonstrated ability of a Tenderer to comply with the Codes is an essential aspect of the evaluation of all Tenders.
- (d) If any Tenderer fails to comply with the Codes, their failure may be taken into account by the SCA when considering this or any subsequent Tender and may result in this or any subsequent Tender being passed over without prejudice to any other rights of action or remedies available to the SCA.
- (e) To the extent of any inconsistency between the National and NSW Codes, the requirement of the NSW Codes will prevail.
- (f) By lodging a Tender the Tenderer acknowledges and represents that it is aware of the requirements of the Codes, will comply with the Codes, and will provide periodic evidence of compliance with the Codes and access to all relevant information to demonstrate compliance during the pre-Contract period and for the duration of the Contract.
- (g) Information about the NSW Government 'Local Jobs First Plan' is attached to this Invitation to Tender in Part A, Attachment 1. Attention is further drawn to various SCA policies which may also apply to this Invitation to Tender. Copies of relevant policies will be made available on request. All Tenderers, by submitting their Tenders, acknowledge their willingness to comply with

such policies to the extent that they are relevant and applicable to this Invitation to Tender.

- (h) Tenderers may contact bodies such as the Industrial Capability Network (NSW) for professional assistance in locating potential sources of supply for Australian manufactured products (and Works) or those having the highest Australian manufactured content.
- (i) SCA is committed to acting with integrity and probity and expects all participating parties to act with integrity and probity in relation to the tender process and all aspects of the Tender and Contract. SCA requires that Tenderers have due regard to probity throughout all processes undertaken pursuant to this Invitation to Tender. SCA may appoint an independent probity adviser to assist it in this regard.

ATTACHMENT 1

NSW GOVERNMENT 'LOCAL JOBS FIRST PLAN'

The NSW Government Procurement Policy mandates government agencies to integrate requirements of the 'Local Jobs First Plan' (the Plan) in procurement planning and procurement actions. Information on the Plan is available from the NSW Government procurement website www.nswprocurement.com.au. The Plan applies to all procurement methods for obtaining goods and services. The Plan does not apply to construction contracts. Where NSW international obligations such as Free Trade Agreements (FTA's) exist, the Plan is limited to small and medium enterprises (SME's) where the FTA provides for SME exemption.

The Plan includes two mandatory components that address industry development:

- Price Preference Schemes (PPS's); and
- Industry Participation Plan (IPP)

The Price Preference Schemes include:

- Australia and New Zealand (ANZ) Price Preference Margin; and
- Country Industry Preference Scheme

The Price Preference Schemes are applicable to all procurement actions irrespective of \$ value. Tenders valued at > \$4m will require tenderers to provide an IPP which will be evaluated and weighted along with other criteria for evaluation of tenders. Tenders valued between \$1m and \$4m will require tenderers to provide a proposal that identify and maximise opportunity for industry participation. The proposal will be evaluated and weighted along with other criteria for evaluation of tenders.

DEFINITIONS

ANZ content is the value added content sourced from Australia or New Zealand. ANZ content includes ANZ value added in supply chains where such value addition can be demonstrated easily. It excludes overseas based value addition and/or imported content. Goods not manufactured in New Zealand but imported via New Zealand and offered in a tender are not considered New Zealand goods.

ANZ content may also be determined by subtracting the value of imported content from the tenderer's price. Imported content is 'the estimated duty paid value, inclusive of the value of any services (for example overseas freight and insurance, software in ICT tenders, consultancy or engineering effort), or any charges of overseas origin, together with Customs clearance charges.

Value addition is the entity's output (price) minus the value of all its inputs from other sources.

ANZ PRICE PREFERENCE MARGIN:

The Australia and New Zealand Price Preference Margin provides for a 20% price discount to be applied to that part of the tendered price related to Australia and New Zealand content of goods and services offered in a tender. The price margin is applied each tender that claims ANZ content of goods and services prior to the comparison of prices for the purpose of evaluating tenders. The 20% margin is discounted from the assessed cost of the goods and services to be provided over the life of the contract with a declared ANZ content prior to comparison of prices as part of the tender evaluation process. For example:

Tendered price:	\$100.00
ANZ content:	\$80.00
20% discount on ANZ content	$20\% \times \$80 = \16.00
Price used for evaluation:	$\$100.00 - \$16.00 = \$84.00$

It is a condition of tendering that tenderers are required to provide details of the imported (non Australian & New Zealand) content in their tenders and to make available records (as necessary and when required) to substantiate ANZ content claims. Tenderers should also include detailed statements from their sub-contractors on the ANZ content of the goods and related services they are offering.

COUNTRY INDUSTRIES PREFERENCE SCHEME (CIPS)

The Country Industries Preference Scheme (CIPS) is applied to support approved industries in country NSW and provides for price preference margins of 2.5% and 5%, as appropriate, to approved country manufacturers. The margins can only be applied if

- There are no preferred or conforming bids from other States, Territories or New Zealand
- The country manufacturer claiming the preference margin is registered with the department of State and Regional Development and quotes its CIPS number on its tender (information on registration and forms are in Attachment A);
- The country manufacturer is the prime entity tendering to supply goods and related services for which it is registered; and
- If a metropolitan New South Wales or overseas manufacturer (except New Zealand) is the preferred tenderer after the application of the ANZ Price Preference Margin, and tender responses have also been received from:
 - (i) an approved New South Wales country manufacturer located outside the County of Cumberland, the cities of Newcastle, Wollongong, Penrith and Liverpool, the Council of Camden and the councils and cities listed below under (ii) and/or
 - (ii) an approved New South Wales country manufacturer located in the Councils of Port Stephens, Wyong, Wollondilly and Wingecarribee, the cities of Gosford Lake Macquarie, Maitland, Cessnock and Blue Mountains, and the councils of Shellharbour and Kiama

for the purpose of tender evaluation, a preference margin of 5% is to be given in favour of tenderers in (i) above and 2.5% in favour of tenderers in(ii) above, over all other tenderers.

The CIPS margin is discounted from the assessed cost of the goods and services to be provided over the life of the contract prior to comparison of prices as part of the tender evaluation process.

For further information about the preference scheme contact:

Department of State and Regional Development
Enterprise & Regional Development
MLC Centre 19 Martin Place
SYDNEY NSW 2001

Phone: (02) 9338 6600

COUNTRY INDUSTRIES PREFERENCE SCHEME

Attachment A

INFORMATION TO APPLICANTS

The COUNTRY INDUSTRIES PREFERENCE SCHEME was introduced by the NEW SOUTH WALES GOVERNMENT in 1970 as a means of providing a further measure of assistance to the state's country manufacturing industries.

The Scheme is intended primarily to benefit manufacturers located outside the metropolitan areas of the State which, in comparison with their city-based competitors, suffer definable economic disadvantages which can be directly attributed to their country location.

Of necessity, therefore, the application for preference must be subject to various qualifications and limitations and these are set out hereunder as a guide to those companies seeking to participate in the Scheme:-

1. The preference applies on the following basis to approved manufacturing industries located outside the county of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool and the Council of Camden:-
 - (a) In the Cities of Maitland, Greater Cessnock, Blue Mountains, Lake Macquarie, Gosford and Shellharbour, and the councils of Kiama, Port Stephens, Wyong, Wollondilly, Wingecarribee and that part of the Council of Hawkesbury which was previously part of the Shire of Colo.
 - maximum preference of 2.5%
 - (b) Elsewhere in NEW SOUTH WALES.

- maximum preference of 5 %
2. The preference applies only to the cost incurred in the manufacture of goods at the country factory and does not extend to any costs associated with installation, assembly and/or erection on site.
 3. Preference eligibility will be granted only for such a range of specific goods as the applicant manufacturer can demonstrate are WHOLLY or SUBSTANTIALLY manufactured at the country establishment.
 4. Preference eligibility will be granted only to such country manufacturers as can demonstrate that in comparison with their city- based competitors, they suffer a definable economic disadvantage which is directly attributed to the country location
 5. The preference will be applied to purchases affected by all New South Wales Government agencies (i.e., government departments, statutory authorities and other entities).
 6. The preference will be applied as a variable margin of up to a maximum of 5% (2.5% in respect of the areas specified in 1(a) above) in favour of an eligible country manufacturer over metropolitan - based manufacturers only after determination of the basic order of tendering in accordance with the practice usually followed by the particular department or authority concerned where applicable. The preference to approved country manufacturers applies in addition to the general preference accorded to Australian and New Zealand manufacturers competing with overseas manufacturers.
 7. The preference will be applied only in instances where an eligible country manufacturer:
 - (a) is offering goods of the specific nature in respect of which eligibility has been granted.
 - (b) specifically draws attention to his eligibility in his tender and is able to quote his formal PREFERENCE REGISTRATION NUMBER:
 - (c) is tendering in the capacity of a prime contractor for the supply of the goods in question:
 - (d) submits a tender in competition with a NSW city manufacturer who would normally win the contract.
 - (e) offers goods which are considered by the purchasing department or authority to be of a satisfactory quality and specification.

PROCEDURE FOR REGISTRATION

Country manufacturers seeking to participate in the Scheme are required to complete in full (attaching a separate sheet where space is insufficient) the attached APPLICATION FOR REGISTRATION form and return to:-

FINANCIAL ASSISTANCE OFFICER

COUNTRY INDUSTRIES PREFERENCE SCHEME
DEPARTMENT OF STATE & REGIONAL DEVELOPMENT
P.O BOX 5477
SYDNEY NSW 2001

Country manufacturers eligible for registration will be given PREFERENCE REGISTRATION NUMBERS which must be specifically quoted in any tender submitted to the Government Authority in respect of which the application of preference is sought.

COUNTRY INDUSTRIES PREFERENCE SCHEME**APPLICATION FOR REGISTRATION.**

- 1 Name and business address of country manufacturing enterprise:

 Name

 Address

 Postcode

2. Address of country establishment where products in respect of which preference is sought are manufactured:

 Address

 Postcode

 City/Council

 Phone No.

 Fax No.

3. Date of commencement of manufacturing activities at the country establishment.

- 4 Location of any other manufacturing establishments operated by enterprise:

5. If your enterprise is a holding company, a subsidiary or an associate of another company, state the company concerned, the location of its manufacturing establishments and the address of its head office.

6. List products manufactured at the country establishment in respect of which preference is sought:

7. State the approximate value added (i.e. labour/overheads) at the country establishment by your enterprise in the manufacture of its products.

%

Ex-factory price (excluding profit)

100

LESS cost of materials/component parts

Approximate value added in terms of labour and overheads

8. List sources of major raw materials and/or component parts brought into the country establishment by your enterprise for the manufacture of the products in respect of which preference is sought.

Raw Material/Component	Source (i.e. local, metropolitan, interstate, overseas)	Ex subsidiary, associate or another establishment of enterprise

9. Briefly list the factors which you consider place your enterprise at an economic disadvantage compared to metropolitan competitors and which can be claimed to be directly attributable to a location in a country area:

10. Has your enterprise previously tendered successfully for the supply of goods to a NSW Government department or authority?

YES/NO. If YES details should be furnished.

This agreement is made on the ____th day of _____ 2009

Between **THE SYDNEY CATCHMENT AUTHORITY** of Level 4, 2-6 Station Street, Penrith
in the State of New South Wales, Australia
(ABN: 36 682 945 185) (the **SCA**)

And

(the **Researcher**)

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, unless otherwise indicated:

- (i) *Background Intellectual Property* means Intellectual Property which is owned by a Party before the date of this Contract.
- (ii) *Commencement Date* means the date of the Letter of Acceptance.
- (iii) *Confidential Information* includes all documents, ideas, know-how and other information in either Party's possession, either orally, in document form or electronic form or other material form, relating to either Party's business other than that in the public domain.
- (iv) *Contract* means this Contract and includes all schedules.
- (v) *Contract Term* means the term between the Commencement Date and the Expiry Date.
- (vi) *Environmental Law* means any act or regulation of the Local, State or Federal Governments pertaining to the environment including but not limited to the *Protection of the Environmental Operations Act 1997 (NSW)*.
- (vii) *Expiry Date* means the earlier of:
 - (a) the date upon which the Researcher completes the Research Services; or
 - (b) the date upon which this Contract is terminated.
- (viii) *Intellectual Property* means all intellectual property rights (and any application or right of registration of any of those rights), including (without limitation) patents, copyright, rights in circuit layouts, plant breeder's rights, registered designs, trade marks and the right to have confidential information kept confidential.
- (ix) *Project* means the research project which is to be carried out by the Parties in accordance with this Contract, and which is described in Clause 2.1 – Background Information and Research Topics.

- (x) *Project Intellectual Property* means Research Material and Intellectual Property which are created by any Party (or Parties) as a result of carrying out the Project.
- (xi) *Records* means all documents, Intellectual Property and other information in the Researcher's possession, whether orally, in electronic or in document form or in some other material form, which relates to the SCA's business and affairs that the Researcher obtained after entry into this Contract.
- (xii) *Specified Personnel* means the persons named in Schedule 1 of this Contract, employees of the Researcher and responsible for the research carried out in the Project
- (xiii) *Research Material* means all documents, reports, tables, figures, records, recordings and other material (in hard copy or soft copy) created or required to be created for the purposes of this Contract.
- (xiv) *Researcher* means the Institution responsible for conducting the Project and administering the funds provided by the SCA.
- (xv) *Research Services* means the research services to be performed under this Contract as set out in Schedule 1 of this Contract.

1.2 Interpretation

In this Contract, unless otherwise indicated by the context:

- (i) words importing the singular include the plural and vice versa;
- (ii) headings are for convenience only and do not affect interpretation of this Contract;
- (iii) reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Contract;
- (iv) the Contract shall bind each Party's legal personal representatives, successors and assigns;
- (v) where the responsibility of an obligation pursuant to this Contract is not otherwise specified, the obligation shall be performed by the Researcher at its cost;
- (vi) this Contract constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and undertakings, whether verbal or in writing;
- (vii) the provisions of this Contract shall not be varied, except by agreement in writing signed by the Parties; and
- (viii) the Contract shall be governed by, and construed in accordance with the law of the State of New South Wales and the Commonwealth of Australia and each Party submits to the Courts of those jurisdictions.

2. RESEARCH SERVICES

2.1 Background Information and Research Topics:

The Warragamba Dam Blue-Green Algae Action Plan (WDBGAAP) was developed for greater Sydney's water supplies following a significant algae event that occurred in the Warragamba Dam storage (Lake Burragorang) in 2007.

The SCA is calling for this expression of interest from universities and other research providers for projects under a number of research areas as outlined in Schedule 1. The tender submitted should be for a research project(s) relevant to one or more of the research topics. The SCA anticipates funding between 3 and 5 projects in total. Tenders may be submitted covering one or more projects, but they should be submitted as individual stand alone projects.

2.2 Engagement to Perform Research Services

- (i) The SCA engages the Researcher to perform the Research Services.
- (ii) The Researcher shall provide:
 - a. The project plan for Research Services, included in this Contract as Schedule 1;
 - b. Quarterly progress reports on the status and findings of the Research Services;
 - c. Annual presentations to SCA staff and others invited by the SCA on the status and findings of the Research Services;
 - d. A final report on the outcomes and findings of the Research Services provided;
 - e. Knowledge transfer workshops and seminars to communicate key outcomes and knowledge from the Project to the SCA during the delivery of the Project and at the end of the Project; and
 - f. Other deliverables as agreed in Schedule 1.

2.3 Nature of Engagement

The Researcher is engaged by the SCA as an independent entity and this Contract does not create a relationship between the Parties of employer and employee, principal and agent, partners or joint venturers.

2.4 Objective of Research Services

The Researcher will provide the Research Services to the SCA with the intention of enabling the SCA to discharge its statutory obligations in respect of management of its catchments and protecting the quality and quantity of water in its catchments.

2.5 Specified Personnel

- (i) If any Specified Personnel specified in Schedule 1 are not available to deliver the Research Services, the Researcher may appoint a replacement subject to the approval of the SCA.
- (ii) If the SCA determines that no alternative personnel are available to deliver the Research Services, the SCA may terminate the contract in accordance with clause 9.

3. RESEARCHER'S OBLIGATIONS AND INDEMNITY

3.1 The Researcher shall be responsible for:

- (i) the day-to-day management of the performance of Research Services;
- (ii) ensuring that the Research Service is carried out in accordance with the Research Project Plan attached to this Contract; and
- (iii) submitting any written reports and other deliverables as described in this document.

3.2 The Researcher will perform the Research Services:

- (i) in a lawful, competent, professional and timely manner with the degree of skill, care and diligence expected of a Researcher experienced in delivering the same or similar Research Services;
- (ii) in the best interests of the SCA; and
- (iii) within the times stated.

3.3 The Researcher will not commit any negligent or wilful act or omission, which directly or indirectly may cause damage to the SCA.

3.4 The Researcher warrants that it has expertise in providing services such as the Research Services requested.

3.5 The Researcher indemnifies the SCA from and against all actions, claims, costs, expenses and damages (including the costs of defending or settling any action or claim) including but not limited to:

- (i) loss or damage to property of the SCA;
- (ii) personal injury (including death) to any person or loss of or damage to any property; and
- (iii) breach of Contract or of the Environmental Law which gives rise to a prosecution against the SCA or one of the SCA's personnel under the Environmental Law arising in any way out of the Researcher's engagement to perform the Research Services including all acts and omissions.

The liability of the Researcher under this clause 3.5 is reduced proportionally to the extent that an act or omission of the SCA or its employees or agents (which does not include the Researcher) has contributed to the injury, damage or loss.

4. INSURANCE

During the Contract Term, the Researcher must maintain statutory Workers Compensation, Public Liability and Professional Indemnity Insurance and the

Researcher must provide a Certificate of Currency for these policies to the SCA on request.

5. RESEARCH FEE

5.1.1 The SCA will pay the Research Fee to the Researcher as per project milestones outlined in Schedule 1:

- (i) 80% of the Research Fee in instalments, to be agreed between the parties; and
- (ii) 20% of the Research Fee upon acceptance of the final research report by the SCA.

5.1.2 The SCA will pay the Research Fee to the Researcher within 30 days following the date of receipt of a Tax Invoice in accordance with clause 5.1.1.

5.1.3 The SCA may defer or withhold payment of any part of the Research Fee if the deliverables specified in 5.1.1 do not comply with the Research Services described in Schedule 1.

5.2 The invoicing address for the SCA is: Sydney Catchment Authority
Finance and Procurement
PO Box 323, Penrith NSW 2751

6. INTELLECTUAL PROPERTY

6.1 The Parties acknowledge that the purpose of the Research Services is non-commercial.

6.2 Each Party retains ownership of its Background Intellectual Property.

6.3 Each Party hereby grants to the other Party, a royalty-free, non-exclusive perpetual licence to use the first mentioned Party's Background Intellectual Property and technology to the extent necessary to carry out the Project described in Schedule 5.

6.4 The Parties agree that any Project Intellectual Property created during the Project described in Schedule 5 shall be jointly owned by the Parties as tenants in common in equal shares. The SCA grants the Researcher a non-exclusive, free of cost, royalty-free, irrevocable licence commencing on the date and for the purposes specified in Schedule 1.

6.5 If either Party to this Contract intends to publish promotional material, books, articles, television or radio programs, newsletters or other publications or presentations which relate to the Project, it must obtain the approval of the other Party prior to publication. Approval shall not be unreasonably withheld. If an appropriate response to such a request is not given by any Party within 28 days of

the request then the approval of that Party shall be deemed to have been given. Acknowledgement shall be given to both Parties in publications according to acceptable science norms and conventions.

6.6 The SCA acknowledges that:

- (a) any student working on the Project may require the results of the Project, in whole or in part, to be included and published as part of the student's thesis;
- (b) copyright in the student's thesis belongs to the student;
- (c) the right of the student to have his/her thesis examined is not inhibited.

7. CONFIDENTIALITY

- 7.1 The Researcher recognises that in the course of performing its obligations under this Contract it will have access to Confidential Information concerning the SCA.
- 7.2 The Researcher will treat all Confidential Information and affairs concerning the SCA which it acquires after entry into this agreement as confidential. The Researcher will not make public or disclose to any other person that information unless it has first obtained the written consent of the SCA to do so or is required to disclose it by law.
- 7.3 The Researcher agrees that any of its employees, students and advisers having access to the Confidential Information shall sign a confidentiality agreement in the form at Schedule 2.
- 7.4 Each Party will keep the terms of this Contract confidential.
- 7.5 On the Expiry Date the Researcher will deliver to the SCA all Records relating to the SCA's business and affairs which the Researcher obtained after entry into this Contract.

8. CONFLICT OF INTEREST OR DUTY

If performance of the Research Services by the Researcher results in, or is reasonably likely to result in, a conflict of interest or duty with any other work the Researcher is performing or has agreed to perform for another Party, the Researcher will:

- (i) notify the SCA of the conflict of interest or duty; and
- (ii) stop performing the other work or terminate the agreement to perform the other work which has or will give rise to the conflict, immediately on becoming aware of the conflict or reasonable likelihood of the conflict.

9. TERMINATION

- 9.1 Without prejudice to any other rights the SCA may have under this Contract or at law, the SCA may terminate this Contract immediately by notice in writing if the Researcher:
- (i) is in breach of any term and such breach is not remedied within fourteen (14) days of written notice by the SCA;
 - (ii) becomes or threatens to become or is in jeopardy of becoming bankrupt or subject to any form of insolvency administration; or
 - (iii) fails to carry out the Research Services with due diligence and competence.
- 9.2 If notice is given to the Researcher to terminate the Contract pursuant to this clause, the SCA may, in addition to terminating the Contract recover any SCA materials, property and all related data, documentation and records (including the Records and Confidential Information) retained by the Researcher pursuant to this Contract.
- 9.3 Upon termination of this Contract, the Researcher shall provide all reasonable assistance which the SCA considers necessary to enable the transfer the Research Material and all related data, documentation and records to the SCA or a third Party nominated by the SCA, at no additional charge.

10. DISPUTES

- 10.1 If there is a dispute between the Parties concerning this Contract either Party may give written notice of the dispute to the other Party which shall state that it is a notice under this clause and shall specify details of the dispute concerned.
- 10.2 The Parties will seek to resolve the dispute by mediation with the assistance of the Australian Commercial Disputes Centre which mediation rules are agreed and deemed incorporated.
- 10.3 If any dispute between the Parties is not settled after 28 days from the date of the notice in 10.1 above, the dispute will be settled by expert determination by an independent person referred to the Parties by the President for the time being of the Australian Commercial Disputes Centre. The Parties agree that the decision of the person so referred will be final and binding.
- 10.4 All costs of a mediation or expert determination will be shared equally by the Parties.
- 10.5 This clause will not merge on completion.
- 10.6 The operation of clause shall not effect the continuing obligations of the Parties during the dispute resolution process.

11. NOTICES

11.1 Notices under this Contract shall be delivered by hand, by mail, by email, or by facsimile to the Parties to this Contract.

11.2 For the purpose of this clause 11.1, the contact details of each Party are, unless otherwise notified in writing:

The SCA

Name: Mick Bales
Position: Program Manager, Cyanobacteria
Address: Level 6, 2-6 Station Street Penrith
PO Box 323, Penrith NSW 2751
Telephone: (02) 4724 2410 or Mobile 0431 572 368
Facsimile: (02) 4725 2588
Email: mick.bales@sca.nsw.gov.au

THE RESEARCHER

Name:
Position:
Address:

Telephone:
Facsimile:
Email:

12. ASSIGNMENT

The benefit of this Contract shall not be assigned by the Researcher without the SCA's written consent which consent may be withheld by the SCA in its absolute and unfettered discretion or given subject to such conditions as it may choose to impose.

SIGNED AND DATED AS AN AGREEMENT

Signed for and behalf of the Researcher by:

.....

(Signature and Date)

In the presence of:

.....

(Signature of Witness)

.....

(Name in BLOCK LETTERS)

Signed for and behalf of the Sydney Catchment Authority by:

.....

(Signature and Date)

Ms Sarah Dinning

General Manager – Sustainability & Business Improvement

In the presence of:

.....

(Signature of Witness)

.....

(Name in BLOCK LETTERS)

Schedule 1

Research Services

1. PROJECT OBJECTIVES AND SUMMARY

The Warragamba Dam Blue-Green Algae Action Plan (WDBGAAP) was developed for greater Sydney's water supplies following a significant algae event that occurred in the Warragamba Dam storage (Lake Burragorang) in 2007.

The Sydney Catchment Authority (SCA) and Sydney Water developed a range of actions to manage blue-green algae from the catchments through to customers' taps.

The WDBGAAP includes a research component to obtain an improved understanding of the causes of, and options for the management of, blue-green algae in Warragamba Dam and other SCA storages. Many of these research actions have been completed, including work to gain a better understanding of the circumstances that led to the 2007 algal bloom conditions.

The SCA is calling for this expression of interest from universities and other research providers for projects under a number of research areas (as outlined below). The tender submitted should be for a research project(s) relevant to one or more of the research topics outlined below. The SCA anticipates funding between 3 and 5 projects in total. Tenders may be submitted covering one or more projects, but they should be submitted as individual stand alone projects.

The program provides the SCA with an opportunity to access and utilise leading edge technology, and scientific expertise, in a cost-effective manner. In return the SCA provides an opportunity for both established and new researchers to work with a catchment and bulk water management organisation on blue-green algae related research topics of critical and immediate relevance to the SCA.

The SCA is expecting the research to be undertaken to a scientifically robust and high standard. To promote this, emphasis will be given to the publication of the results of the research projects in refereed journals.

Research Topics:

Factors causing algal species to become toxic.

1. Determination of the mechanisms for change in the dominant strains and species within a bloom from non- toxigenic to toxigenic cyanobacterial strains.
2. Determination of the factors responsible for the turning on/off of cyanobacterial genes to produce toxins.
3. Determination of the mechanisms by which toxin transport from the cyanobacterial cells to the water occurs.

The fate of toxins and taste and odour in reservoirs.

4. Determination of the mechanisms responsible for the degradation of toxins, and taste & odour compounds, with specific reference to the Warragamba Dam context.

5. Determination of the loss rates for toxins, and taste & odour compounds, with specific reference to the Warragamba Dam context.

Influence of environmental conditions on blue-green algal bloom development.

6. Investigate sediment efflux and transformation rates in Warragamba Dam and determine the relative contributions of nutrients from within lake sources and from external sources.
7. Investigate and develop improved methods for monitoring 1) water chemistry (in relation, for example, to detection limits and spatial variability) and 2) algae (in relation to sampling variability)

Financial support from the SCA for any single project will generally be for a maximum of \$100,000.00 per year (exclusive of GST), although consideration will be given to projects costing in excess of this amount if it can be demonstrated that the project outcomes justify such a level of expenditure. Preference will be given for projects lasting for a maximum of 24 months.

It is anticipated that the SCA will support research activity with universities or other research organisations across most of the project areas listed. However, the SCA will use its discretion in allocating funding. It should be noted that all projects must comply with relevant NSW State Government legislation and must be approved on a case-by-case basis by the Authority's Chief Executive.

Applicants should restrict their applications to these key research topics. The SCA is an operational organisation with a clear mandate. It is not a research funding council, it undertakes research of a highly applied nature and in relation to its core business objectives. Extensive interaction between research funding recipients and SCA staff will be an essential part of all projects.

Information to be provided by the proponent

Whilst the SCA have defined the general research topics to be addressed, the intention is, through this tender process, to allow an opportunity for the research providers, who have the necessary scientific expertise and knowledge, to develop the detailed and specific approach to the research topics.

In submitting the proposal the research proponent should provide the following information:

- The project title, or titles, covered by their application;
- A clear description of the project scope;
- The approach and detailed methods proposed to address the research topic;
- The anticipated project outcomes;
- Anticipated duration for completion of each research project;
- An outline of how the project would be delivered (staff resources, expertise, equipment needs, in-kind support from SCA, other resources); and
- The level of funding requested (excluding GST) for each research project, including the anticipated cashflow.

This information should be sufficiently detailed to provide the SCA with a clear indication of the project scope and the outcomes that will be delivered.

2. MILESTONES AND DELIVERABLES FOR EACH OF THE RESEARCH PROJECTS

3. SPECIFIED PERSONNEL

Principal Investigator

Other Researchers

Schedule 2

Confidentiality Agreement

I hereby acknowledge that I will observe and comply with the following terms and conditions in respect of the Confidential Information and Research Material.

Contract Number - CN02761960

Contract Title - Research to improve prediction of algal bloom behaviour

I, agree as follows:

- (i) *Confidential Information* includes all documents, ideas, know-how and other information in either party's possession, either orally, in document form or electronic or other material form, relating to either party's business other than that in the public domain.
- (ii) I acknowledge that all Confidential Information which has been disclosed to me, or was accumulated during the course of the Research Services is valuable property.
- (iii) I shall at all times and to the best of my ability and conscience keep Confidential Information strictly confidential and I shall not cause or permit the disclosure of any such information to any third party without the consent of the SCA.

Signed: _____

Dated: _____

Name: _____

Address: _____

Witness: _____

Name: _____

