



Level 4, 2-6 Station Street, Penrith NSW 2750
PO Box 323, Penrith Business Centre, Penrith NSW 2751
Tel: (02) 4724 2200

Website: www.sca.nsw.gov.au ABN: 36 682 945 185
Notices Senior Manager Procurement, procurement@sca.nsw.gov.au

Low Risk Works and Supply

Contract Title: Provision of Catering Services at Warragamba Dam Conference Centre

Tender No.:	T03855140
File No:	F2014/2809
SCA Contact Person:	Raj Rajendran
Contact Number:	02 4724 2270

SCHEDULE OF RATES

Item	Description	\$ per person including GST
1	Morning tea/ Afternoon tea only	
2	Lunch only	
3	Morning tea, lunch and afternoon tea	
4	lunch with either morning or afternoon tea	
5	Continental breakfast	
6	Continental breakfast, Morning tea, lunch and afternoon tea	
7	Hot buffet lunch, BBQ, or similar style meal*	

* when greater than 40 people

The initial Contract period is for one year. Upon successful performance a further 3, one year extensions to the Contract is possible after completion of each year.

The above rates will be fixed for the first two year period. Thereafter, annual CPI changes as published in Table 6401.0 for food and non-alcoholic beverages of the Australian Bureau of Statistics web site will be applied.

SCHEDULE OF TENDERER'S PAST EXPERIENCE IN PROVIDING SIMILAR SERVICES

The Tenderer's experience in the execution of work similar to that included in this Tender will be taken into account when assessing the Tender. Referees may be approached by the SCA for information when assessing the Tender. The naming of referees below by the Tenderer shall be deemed to constitute a formal authority by the Tenderer for SCA to approach such referees.

Particulars of all comparable work currently or recently undertaken:

Client	Nature of Services	Contract Value (\$)	Contract Period (and start/end date)	Referee Name and Phone No.

CONTRACTOR TO COMPLETE: TENDERER'S OFFER & ACCEPTANCE

The Contractor agrees to undertake this contract for the Schedule of Rates submitted and as per General Terms & Conditions stated in this document.

WORK HEALTH & SAFETY REQUIREMENTS:

The Contractor has made itself fully aware of the "Risks and Hazards" associated with this contract. **The Contractor can only commence work after site induction and issue of a Permit to Work Certificate from the Sydney Catchment Authority.**

Company Name:	ABN:	<hr/> Contractor/Supplier Signature ----- ----- Name & Position
	GST Registration: Yes/No	
Company Address:		
Contact Person:	Telephone No.: Email Address	

Contractor's Offer will be accepted in writing if acceptable to the SCA

General Terms and Conditions

The following sets out the terms and conditions of Contract for the supply of Services & Goods by the Contractor to the Sydney Catchment Authority:

- TC-1. QUALITY ASSURANCE.** The Contractor shall ensure that quality assurance is an integral part of the Contractor's work practices.
- TC-2. AUSTRALIAN STANDARD.** The Contractor shall comply with all legislative requirements and relevant Australian Standards as amended from time to time in performing the Services.
- TC-3. QUALITY.** All goods and materials under this contract must be of merchantable quality and reasonably fit for purpose. All services carried out pursuant to this Contract must be carried out with due care and skill. The Contractor shall complete the work under this Contract in accordance with this Contract and by the completion time.
- TC-4. PAYMENT.** The Principal shall make payments to the Contractor to the maximum total remuneration payable as the amount stated in the form within 28 days from the receipt of a valid Tax Invoice.
- TC-5. GOODS AND SERVICES TAX "GST".** Prices and fees listed must include all allowances for Goods and Services Tax. The Contractor shall provide a Tax Invoice (as defined in the GST law) to the Principal's Representative with each claim for payment. The Contractor warrants that any component recovered as a consequence of the imposition of GST is creditable by the Principal from the (Federal) Commissioner of Taxation. The Contractor must reimburse to the Principal, on demand, any amount paid to the Contractor as a GST recovery and which is not creditable by the Principal from the (Federal) Commissioner of Taxation.
- TC-6. INDEMNITY.** The Contractor shall be responsible for and shall indemnify the Principal against liability for all loss, damage or injury to persons or property caused by the Contractor, or its employees or agents, and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Principal in respect of any such loss, damage or injury shall be made good at the Contractor's expense and may be deducted from any money due or becoming due to the Contractor under this Contract.
- TC-7. INSURANCE.** The Contractor shall be responsible for all insurance required by the law and shall produce evidence of such insurance on demand to the Principal.
Public Liability Insurance - Minimum \$5,000,000.00 for each occurrence with no maximum number of claims
Workers' Compensation/ Employer's Liability Insurance - As required by legislation
- TC-8. CONFIDENTIALITY.** Without the prior written permission of the Principal, the Contractor must not disclose or make public any information or material acquired or produced in connection with this Contract or in connection with anything relating to the internal affairs of the Principal.
- TC-9. WORK HEALTH AND SAFETY (WHS) – GENERAL**
The Service Provider is required to observe all statutory/regulatory safety requirements including, but not limited to, the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011 and to provide for the protection of persons and property as part of the Contract.
While working on SCA premises and/or work sites the Service Provider shall also comply with all SCA's Work Health and Safety (WHS) policies, Corporate Instructions and directions.
The Service Provider shall, at all times, exercise any other necessary and reasonable precautions appropriate to the nature of the Services and the conditions under which the Contract is to be performed for the safety of all persons involved in or affected by those Services.
- TC-10. SAFE WORK METHODS.** The Contractor shall supply Safe Work Methods, statements to the Principal's Representative prior to the performance of those portions of the Contract which are to be performed out of the office environment.

The Contractor shall implement the Safe Work Methods and shall take appropriate measures to ensure they are kept relevant to the carrying out of the Services under the Contract. The responsibility for their adequacy always remains with the Contractor.

TC-11. NOTICES.

- (a) Unless otherwise notified in writing the address for notices for each party shall be the address and email address stated on the front page.
- (b) All notices must be in writing and sent by registered post. where a notice is sent by registered post it shall be deemed received 3 business days from posting (within Australia).

TC-12. TERMINATION. The principal may terminate this contract immediately if:

- (a) the Contractor commits a material breach which is not remedied after 14 days of notification; or
- (b) the Contractor becomes or threatens to become bankrupt or insolvent (as applicable)

TC-13. DISPUTE RESOLUTION.

- (a) where one party believes that a dispute has arisen it shall notify the other party in writing.
- (b) the parties agree to seek to resolve all disputes by negotiation and in good faith in the first instance.
- (c) If, after 14 days from notification, the dispute has not been resolved, the parties will refer the dispute to mediation and the rules of the ACDC (Australian Commercial Disputes Centre) are incorporated into this Contract for that purpose.
- (d) Should the dispute not be resolved through mediation, the dispute is to be referred to arbitration utilizing the ACICA Expedited Arbitration Rules
- (e) The parties agree that the decision of the arbitration will be final and binding.

TC-14. PERMIT TO WORK CERTIFICATE.

- (a) The Principal and Contractor shall meet prior to the commencement of the work.
- (b) The purpose of this meeting shall be to identify relevant hazards and risks (and their mitigation) and certify the Contractor with a Permit to Work Certificate.
- (c) The Contractor cannot commence work under the contract until it has been issued with a Permit to Work Certificate.

TC-15. GENERAL. This Contract shall be governed by and construed according to the law in force for the time being in the State of New South Wales, Australia. The Principal's representative is the person nominated in writing by the Principal as the Principals Representative from time to time.

Scope of Works for Warragamba Conference Centre Catering

General

- ☐ Food preparation must meet standards published by the NSW Government which have to be complied with by those persons who operate cafes and the like. Breach of such standards will be regarded as a non-compliance with an essential of the contract and may result in termination of the contract.
- All food and beverages must be prepared and served in an hygienic manner;
- Food preparation areas must be kept clean and free of rubbish free and vermin;
- The services are to be provided in a timely manner to meet the needs of the needs of those persons attending the Conference Centre;
- Crockery and cutlery is to be kept clean and hygienic.

Catering required :

1. Breakfast only

Turn on urn and set out tea/coffee, sugar, milk etc. (These are supplied by SCA).

Supply continental breakfast, and set out buffet style. Prepare dining tables with tablecloths, and set appropriate crockery and cutlery on dining tables. (Crockery and cutlery supplied by SCA and stored in Conference Centre kitchen pantry).

Clean up dining room after guests have finished. Wash up crockery & cutlery and return to pantry.

Clean away any food waste from kitchen and wipe down any bench space that was used.

Make sure kitchen is locked on departure.

2. Breakfast and Morning Tea

Repeat step 1. above.

Return with, or prepare morning tea in Conference Centre kitchen. Set out morning tea on table in dining room, along with small plates and serviettes. Replenish tea/coffee, sugar milk etc.

Clean up dining room after guests have finished. Wash up crockery & cutlery and return to pantry.

Clean away any food waste from kitchen and wipe down any bench space that was used.

Make sure kitchen is locked on departure.

3. Breakfast, Morning Tea and Lunch / Afternoon Tea

Repeat steps, 1. and 2. above.

Once morning tea has finished, clean up and replenishing tea and coffee supplies. Then prepare lunch and afternoon tea if required, leave it in the Kitchenette fridge, lock up and go.

All meals should be accompanied with a bowl or platter of fruit, and juice supplied.

The successful applicant is expected to work in a timely and professional manner, and adapt to a flexible working arrangement with the Visitor Services Coordinator, Sydney Catchment Authority.

The successful applicant must comply with the Australian Food Standards Code, and follow food safety practices and general requirements of the code.

On the majority of occasions the food served should be limited to an assortment of sandwich or roll fillings for lunch, accompanied with a healthy fruit platter and fruit juice. Morning and afternoon tea can be a variety of cakes, slices or biscuits etc. accompanied with a bowl of fruit.

On some occasions, large numbers can be booked in for lunch. On such occasions an organised sit down hot meal can be served. We suggest for groups larger than 40.

Special dietary requirements (vegetarian/gluten free/dairy free etc) must also be appropriately catered for as required, but would be notified to the caterer ahead of time.

Indicative Conference Centre usage (Aug 2013 – July 2014)

2013	Meeting no.	Average no of attendees
August	8	17
September	4	19
October	4	24
November	10	25
December	2	19
2014	Meeting no.	Average no of attendees
January	0	0
February	6	10
March	6	27
April	8	14
May	13	20
June	18	20
July	8	20

- Over 80% of bookings included catering with morning tea and lunch.

The SCA will evaluate the tender based on the information provided in the Schedule of Past Experience, Referee Reports and the Tendered Rates.

Contractor Performance Evaluation (Sample Template)

Contract Title	
Contractors Name	
Contract Number	
SCA Contract Manager	
Period of Assessment	
Date of Assessment	

Rating System	
P3	Excellent (Reasons and examples, must include the innovation resulting in this ranking)
P2	Above Expectation (Reasons and examples)
P1	Meet Expectations (There can be no items or elements that do not meet the minimum requirements)
P0	Unsatisfactory (If there are any elements that do not meet the minimum performance requirements.)

Topic	Objective	Rating (this period/completion	Comments and justification	Contractors Response and Comments
Communication and Time Management	Meeting milestones, on time to agreed quality			
Suitability of Staff	Skills, customer experience and quality of service			
Standard of Service including costs/pricing	Meeting brief, value for money, coordination & cooperation			
Quality Outcomes	Quality Management, feedback in regard to service quality			
WHS Outcomes	WHS Management, number of injuries etc.			
Environmental Outcomes	Use of recycled materials, waste minimisation and energy efficient equipment. (As applicable)			
Cooperation	Cooperative approach, commitment, issue resolution, disputes			
Note: The participants should decide on an action plan during the meeting, after discussing project and contract objectives, comments, observations and suggestions for improvement. If the service provider did not participate in the assessment, a copy must be provided for their records.				