

REQUEST FOR TENDER

Tender number 1135

**For Panel of Experts for the Delivery of Green
Infrastructure**

The Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

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**VOLUME 1
SECTION 1
INTRODUCTION**

1. INTRODUCTION

The City of Sydney local government area (LGA) covers approximately 26.15 square kilometres, has a population of approximately 170,000 and is a major commercial hub which contributes to 25% of New South Wales's GDP and 8% of Australia's GDP.

Sustainable Sydney 2030 is the City of Sydney's vision and guiding strategic plan for the local government area for the next 20 years. It outlines, among other things, how greenhouse gas emissions, the city's reliance on fossil fuel based energy and mains water and the current unsustainable methods of waste collection and disposal can be significantly reduced through a holistic approach taken to planning Sydney's future.

Sustainable Sydney 2030 proposes the development of a green infrastructure network that comprises trigeneration or combined cooling heat and power (CCHP); renewable energy; alternative waste treatment, automated waste collection and recovery and reuse of water.

The *Sustainable Sydney 2030* report is available at www.cityofsydney.nsw.gov.au/2030/.

The Council of the City of Sydney ("Council") invites tenders for the establishment of a Panel of Experts that will advise City as to the delivery of green infrastructure in accordance with the City's Green Infrastructure Plan.

2. BACKGROUND

The City is in the process of developing a Green Infrastructure Plan which will guide the implementation of *Sustainable Sydney 2030*.

The Green Infrastructure Plan will identify the scale, location, and implementation strategies for the city's green infrastructure that take advantage of common networks and infrastructure to achieve the greatest outcomes for the *Sustainable Sydney 2030* targets and reductions in greenhouse gas emissions for the local government area.

The Green Infrastructure Plan comprises five Master Plans of which one (namely the Interim Trigenation or Combined Cooling, Heat and Power (CCHP) Master Plan) has been prepared. The five Master Plans that have or will be prepared are:

- **Master Plan A – Trigenation or Combined Cooling, Heat and Power (CCHP)** assesses electricity and natural gas networks, thermal (both heating and cooling) and electrical demands and suitable localities for the optimal sizing and location of CCHP installations in the LGA.

Trigenation is a way to produce low carbon electricity locally by burning low carbon natural gas or renewable fuels, making use of the zero carbon waste heat to meeting heating and cooling demands of buildings. This reduces the need for electric heating and cooling, and reliance on centralised coal-fired electricity generation, the most significant contributor of greenhouse gas emissions in Australia.

Trigenation installed at scale would result in significant reductions of greenhouse gas emissions without compromise to energy security.

An interim Trigenation Master Plan covering the proposed four Low Carbon Zones in the energy dense part of the city (CBD North-Barangaroo, CBD South, Pyrmont-Broadway and Green Square) amounting to 360MW_e of trigenation capacity was approved by the City and placed on public exhibition in December 2010.

The interim Master Plan not only identifies the optimal size and location of generation facilities within the LGA, but also the locations for thermal distribution networks (i.e. district heating and any district cooling pipes) to connect the generation facilities to the buildings.

It is anticipated that the final Trigenation Master Plan incorporating the remaining proposed Low Carbon Zones will be completed by mid-2011.

Achieving targets of *Sustainable Sydney 2030* will require the City to 'show by doing', encourage and support community initiatives, and bring about new and efficient low carbon green infrastructure.

Council has recently sought tenders for the design, construction, operation and maintenance of trigenation networks to serve the Town Hall Precinct, Customs House, five aquatic centres and potentially other locations within the LGA.

It is envisaged that most, if not all, of these locations would be expanded to include the supply of low carbon energy to other buildings within the precincts in addition to the Low Carbon Zones identified in the interim Trigenation Master Plan.

Two other alternatives are also being sought as part of the request for tender for the design, construction, operation and maintenance of trigenation networks. These are the Energy Services Company or ESCO option (design, finance, construction, operation and maintenance) and the establishment of a city-wide public/private joint venture Sydney ESCO to design, finance, construct, operate and maintain the 360MW_e or more of trigenation infrastructure across the city. The latter is the City's preferred option.

The final Trigenation Master Plan will be the first master plan for green infrastructure in the LGA, and therefore will guide the locations for subsequent green infrastructure. It will also provide the opportunity to use the zero carbon waste heat from local electricity generation or trigenation for water treatment instead of reverse osmosis or other energy intensive treatment systems.

The locations of the trigenation plant and thermal distribution networks identified within the Trigenation Master Plan, as well as those of the City's own trigenation projects will be incorporated with the decentralised water treatment and automated waste collection plant wherever possible.

The interim Trigenation or Combined Cooling, Heat and Power (CCHP) can be viewed at <http://www.cityofsydney.nsw.gov.au/2030/makingithappen/AllanJones.asp>

- **Master Plan B – Renewable Energy** will quantify renewable energy resources (including renewable gases) and technologies within the LGA and the Sydney region. It will also provide information for the Trigenation Master Plan as described above. Provision will also be made within the Renewable Energy Master Plan, to incorporate renewable energy sources identified in Alternative Waste Treatment.

In order to recover renewable gases from waste advanced conversion technologies such as plasma arc gasification will need to be used which involves a dewatering of waste process prior to renewable gases conversion. This will represent a significant non potable water resource which will be included in the Decentralised Water Master Plan.

The Renewable Energy Master Plan which is due for completion in mid-2011.

The Renewable Energy Master Plan will identify the likely volumes, timing and locations for renewable gases to become available for use in the LGA.

The renewable gases may be used locally for trigeneration, where local combined cooling, heat and power loads exist, or connected to a local gas distribution network or converted into energy dense liquid gases for transportation into the city for use on Council's trigeneration systems, where the resource is remote from either of the former.

The location of any renewable gas distribution networks should also inform the location of decentralised non potable/recycled water supply network.

- **Master Plan C - Alternative Waste Treatment** will examine the potential to manage domestic and commercial waste and generate energy in the form of renewable gases for Council's trigeneration systems from the its domestic and commercial waste streams.

In order to recover renewable gases from waste advanced conversion technologies such as plasma arc gasification will need to be used which involves a dewatering of waste process prior to renewable gases conversion. This could represent a significant non potable water resource which will be included in the Decentralised Water Master Plan.

The Alternative Waste Treatment Business Case is due for completion in mid-2011.

Further work will be required to develop the Business Case into a Master Plan and to seek expressions of interest in developing the project into an advanced waste treatment facility using advanced thermal treatment systems such as plasma arc gasification.

Council may also consider establishing of a public/private joint venture Waste and Recycling Services Company (WRASCO). See also Part E – Automated Waste Collection.

- **Master Plan D – Decentralised Water** will identify physical locations for water collection, treatment and reuse opportunities as well as the implementation of a city-wide non potable/recycled water network as part of the common green infrastructure routes and co-location of green infrastructure plant led by the trigeneration system.

The Decentralised Water Master Plan will also be informed by the Renewable Energy Master Plan and Alternative Waste Treatment Business Case with regard to the generation and supply of non potable water resources derived from the dewatering of waste from advanced waste treatment technologies such as advanced plasma arc gasification.

The Decentralised Water Master Plan will be robust enough to enable the City to procure a public/private joint venture Water Services Company (WASCO) and will also address the commercial and regulatory issues in establishing a Sydney WASCO.

The Master Plan is due for completion in October 2011.

- **Mater Plan E – Automated Waste Collection** will identify physical locations for a city-wide automated waste collection system for domestic and commercial waste as part of the common green infrastructure routes and co-location of green infrastructure plant led by the trigeneration system.

The Automated Waste Collection Master Plan will be robust enough to enable the City to procure the works to replace its current refuse collection system and/or to procure a public/private joint venture Waste and Recycling Services Company (WRASCO). See also Alternative Waste Treatment.

This Master Plan will be put out to tender in 2011.

3. PANEL OF EXPERTS

Tenders are currently being sought for Council's Trigenation Project which may also lead to the establishment of a public/private joint venture Energy Services Company (ESCO) to design, finance, construct, operate and maintain the large scale trigeneration projects already identified in the interim Trigenation Master Plan.

Similar arrangements may also be put in place for the other Master Plans. However, the establishment of a city-wide ESCO, waste and water companies to implement the green infrastructure could take up to 12 months for the ESCO or more for the other corporations.

In the meantime, early opportunities to connect new and existing development to the Green Infrastructure may be lost unless Council undertakes certain enabling actions to secure these connections and in some cases commits to providing physical works in advance of establishing city-wide services companies to design, finance, construct, operate and maintain green infrastructure plant, distributed networks and services.

These enabling works will require a Panel of Experts to provide advice to Council as to the implementation of these works and any associated generation, distribution and supply services.

Persons are invited to tender in all or part of the following categories ("Tendered Categories"):-

- (i) renewable (large and small scale) electricity and gas production;
- (ii) precinct scale trigeneration system design, implementation and operation, including trigeneration and Green Transformers (co-location of energy, water and waste primary plant) stations and distribution pipe networks;
- (iii) precinct scale non potable/recycled water network design, implementation and operation;
- (iv) alternative waste treatment facility design, implementation and operation, comprising two stage advanced gasification/pyrolysis technologies and excluding mass burn incineration;
- (v) precinct scale automated waste collection design, implementation and operation including stations and evacuated pipe network; and
- (vi) legal, commercial and/or regulatory issues relevant to:
 - (a) renewable energy and decentralised energy provision;
 - (b) decentralised water provision;
 - (c) waste collection, treatment and disposal; and
 - (d) establishing City of Sydney wholly owned and public/private joint venture corporations.

The Panel of Experts will supplement the City's existing internal project delivery resources to deliver the City's Green Infrastructure Plan as well as the delivery of any green infrastructure for the City's own property and capital works programmes.

The successful tenderers will report directly to the Chief Executive Officer or his/her delegate.

The Panel of Experts will be appointed for a period of three years.

Tenderers may apply for any or all of the Tendered Categories and must submit tenders in the manner required by this request for tender.

**VOLUME 1
SECTION 2
KEY CONDITIONS OF TENDER**

Name of Tender	Panel of Experts for the Delivery of Green Infrastructure
Tender Number	1135
Closing Date	Monday 19th September 2011
Closing Time	11.00 am
Contact Person	<p>All enquiries relating to this tender should be directed by e-mail to Council's Tendering Officer as follows:</p> <p>Paul Brown Tel: 02 9265 9364 Fax: 02 9265 9697 Email: pbrown@cityofsydney.nsw.gov.au</p>
Lodging a Tender	<p>Tenders must be lodged with Council by the closing date and time and in accordance with the standard conditions of tender at the following address or fax (refer to volume 1, section 3, condition 5):</p> <p style="text-align: center;">Tender Box Town Hall House Level 2 456 Kent Street SYDNEY NSW 2000 Fax: 02 9265 9697</p> <p>The Tender box is accessible between the hours of 8am and 6pm, Monday to Friday.</p>
Number of Copies	Submit, as hard copies, one original and three copies of the tender and attachments, signed as required. The front page of each copy (including all supporting information) must be endorsed by the tenderer as a true copy.
Tender Documents	<p>The documents that comprise the request for tender include:</p> <ol style="list-style-type: none"> 1. Standard Conditions of Tender & Forms 2. City of Sydney Standard Consultancy agreement 3. Appendices
General Conditions of Contract	The general conditions of contract for this tender will consist of City of Sydney Standard Consultancy agreement and the terms identified within this Tender.

**VOLUME 1
SECTION 3
STANDARD CONDITIONS OF TENDER**

1. REQUEST FOR TENDER

This request for tender consists of the documents identified in the key conditions of tender. Where there is any doubt about the meaning of this request for tender, the rules governing the interpretation of the Contract will apply to resolve the ambiguity.

All information submitted by a tenderer as part of an expression of interest (if applicable) is deemed to form part of the tender as if reproduced and submitted in full as part of the tender.

The Council may from time to time issue addenda to amend, alter or clarify the form and contents of the request for tender. Council may include in addenda any queries received regarding the tender. The addenda will be issued before the closing date and upon issue, will form part of the request for tender. Tenderers must acknowledge receipt of the addenda when submitting the tender.

To the extent there is any inconsistency between the request for tender and addenda, the addenda will prevail. Where more than one addendum is issued, the latest addenda will prevail.

The key and standard conditions in this request for tender, and the process of assessing tenders, is not intended to create legal relations, contractual or otherwise. In accordance with standard condition 11, a contractual relationship only comes into effect when a written contract is executed between the Council and the preferred tenderer.

2. TENDERING PROCEDURE

2.1 Tenderers' Briefing

Council may offer briefings to tenderers from time to time. At the briefing Council's representative will discuss, answer or clarify any issues raised by a tenderer about any requirements in the request for tender. Council is not obliged to answer any questions before the briefing.

2.2 Information and Enquiries

Where a tenderer has any doubt about the meaning of any aspect of the request for tender, the tenderer must make enquiries about and clarify matters with Council's Tendering Officer. All enquiries about the request for tender must be referred in writing to Council's Tendering Officer.

All communications related to this RFT should be addressed to the Council's Tendering Officer (via the contact details specified in the key conditions) and not to other Council officers or other persons. The attention of tenderers is drawn to condition 2.6.

2.3 Site Visits

Tenderers may inspect the site (if applicable) through prior arrangement with Council's Tendering Officer. Tenderers must take their own precautions upon visiting the site.

2.4 Discrepancies, Errors and Omissions

Tenderers must carefully and thoroughly consider and check the request for tender and must notify Council's Tendering Officer in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in the request for tender. Council will not be liable for any such error, ambiguity, discrepancy, inconsistency or omission.

2.5 Tenderer to Rely on Own Enquiries

All information in the request for tender and in the briefing (if any) is provided for the assistance of tenderers only. Tenderers acknowledge in receiving this request for tender and in submitting any tender that they have relied entirely on their own knowledge and enquiries and they do not rely on any warranties or representations made or purportedly made to them by or on behalf of Council.

Council will not be liable for any representations or warranties made or purportedly made by Council's representative, Council's agents or any other person or company on Council's behalf, whether in the request for tender, the briefing (if any) or otherwise.

2.6 Tenderer Not to Solicit Council Personnel

Subject to condition 2.2, tenderers (or any representative of a tenderer) must not at any time before Council makes a final decision to accept a tender, contact or interview or attempt to interview or to discuss or to attempt to discuss with Council members, employees, authorised representatives other than Council's Tendering Officer in accordance with the request for tender, any matter about the tender or any other tender submitted in response to the request for tender. Council reserves the right to reject any tender submitted by a tenderer which contravenes this condition.

For clarity, a representative of a tenderer, for the purpose of this condition, includes a person or other legal entity who acts at the request of a tenderer or its agent. Also, this condition does not prevent ordinary business or other contact arising from or pertaining to Council functions (so long as that contact is not used to interview or attempt to interview or to discuss or to attempt discussion on any matter relating to the tender).

3. COMPLETION OF TENDER

Unless indicated otherwise in the request for tender, a tenderer must **complete all parts** of the tender forms and submit an offer to carry out the work under the Contract in accordance with the request for tender. Council may reject any tender which does not provide all the required information.

Tenderers must submit a tender by completing and signing the tender forms in the manner as follows:

- (a) If the tenderer is a corporation, in accordance with Section 127 of the Corporations Act 2001.
- (b) If the tenderer is an individual, by the person tendering and the signature must be witnessed.
- (c) If the tenderer is an unincorporated joint venture or partnership (including a business or trade name), each member of the joint venture or partnership must execute the tender in the manner set out in conditions 3(a) and (b).

4. CONFORMING AND ALTERNATIVE TENDERS

All tenderers must complete the statement of conformance as part of the tender.

A tenderer may also submit an alternative non-conforming tender. Any alternative non-conforming tender must satisfy the objectives of Council in issuing the request for tender, the requirements of the specifications and Contract.

Failure to comply with any condition of tender may render the tender non-conforming.

5. LODGEMENT OF TENDER

Tenders must be placed in the tender box or lodged by facsimile by the closing time on the closing date in accordance with the key conditions of tender.

Tenders lodged by facsimile will only be accepted in accordance with the *Local Government (General) Regulation* and where:

- (a) the tender is received **in full** by Councils' Procurement Section on fax number (02) 9265 9697 before the closing time on the closing date ; and
- (b) the original of the tender is received by Council within three (3) business days.

Tenders sent by post and received by Council after the closing date will be deemed to have been received before the closing date only if:

- (a) the envelope bears a postal authority post mark clearly indicating that the time and date of posting were before the closing time on the closing date; and
- (b) the tender would have been able to have been received by Council by the closing time on the closing date in the usual course of business.

Any other tenders received by Council after the closing date will not, unless the *Local Government (General) Regulation* provides otherwise, be considered by Council.

All tenders lodged will become the property of Council and on no account will they be returned to the tenderer.

6. EXTENSION OF TIME

Council may, at its absolute discretion, extend the closing date for the submission of tenders. Tenderers may also request Council to extend the closing date for the submission of tenders by written application to Council's Tendering Officer. Any such request must be received by Council's Tendering Officer at least three (3) business days before the closing date, and must provide sufficient reasons to support the request.

7. TENDER VALIDITY PERIOD

Any tender will be an irrevocable offer by the tenderer to carry out the work under the Contract subject to the conditions set out in the request for tender. The offer will remain open for acceptance by Council for a period of 120 calendar days from the closing date.

8. COUNCIL'S RIGHTS

Without limiting its rights at law or otherwise, Council reserves the right in its absolute discretion at any time to do one or any combination of the following:

- (a) evaluate tenders as Council sees appropriate in the context of its requirement for the works or services;
- (b) cease to proceed with the process outlined in this request for tender or any subsequent process;
- (c) accept all or part of a tender;
- (d) reject any tender; or
- (e) accept a non-conforming tender.

Council is not bound to accept the lowest or any tender.

Where a tender is accepted no binding obligations arise until the terms of all documentation have been approved by Council and the documents executed on behalf of Council.

9. ASSESSMENT CRITERIA

Tenders will be examined and evaluated by Tendered Categories (listed at Clause 3 of Volume 1, Section 1 of this Tender) according to the following criteria:

- (a) The schedule of rates;
- (b) Organisational capacity, skills, relevant significant experience and technical ability in the Tendered Categories;
- (c) Relevant skills and qualifications of personnel within nominated project team;
- (d) Environmental Management;
- (e) Financial and commercial trading integrity/Insurances; and
- (f) Occupational Health & Safety.

The above criteria are not in order of priority and nor will they be given equal weight in evaluation.

10. ADDITIONAL INFORMATION

Without in any way limiting the *Local Government (General) Regulation*, Council may require further information from tenderers for the purposes of clarification or explanation of their tender. This includes holding interviews with some or all tenderers, including any personnel nominated by the tenderer in the tender or expression of interest.

11. ACCEPTANCE OF TENDER & CONTRACT

If the Council accepts a tender it will issue a letter of acceptance to the successful tenderer. This letter of acceptance does not create a contract with the tenderer. The Council and preferred tenderer are legally bound only when a written Contract is executed by the parties. Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it agrees to comply with the Contract in its entirety.

12. CONFIDENTIALITY

Information provided in this request for tender or imparted to any tenderer as part of the tendering process must only be used for the purpose of preparing and submitting a tender response. Receipt of this document implies acceptance of this condition.

Information supplied by a tenderer will not be treated as commercially sensitive or confidential unless specifically requested by the tenderer. Information received by Council may be subject to disclosure to the public under the Freedom of Information Act unless it has been provided in confidence, relates to commercially sensitive information or falls within an exemption from disclosure under that Act.

13. BUSINESS WITH BURMA

The City has a specific requirement that Council will not, in certain circumstances, purchase goods or services provided by those who, Council is aware, conduct business in, or with, Burma, or who are willing to do so, until democracy has been restored and human rights violations have ceased.

If a bidder is aware that any goods or services provided as part of their bid are subject to the abovementioned clause, these goods or services should be highlighted within their bid and provide the reasons for their inclusion.

14. CONFLICT OF INTEREST

In this clause “conflict of interest” means an actual or potential pecuniary or non pecuniary conflict of interest (see the Council’s Code of Conduct at <http://www.cityofsydney.nsw.gov.au/Council/FormsPoliciesPublication/Policies.asp> under Governance for further explanation of these terms).

Tenderers must disclose any conflict of interest in undertaking the requirements of the specifications and contract. Where a tenderer has a conflict of interest, the tenderer must provide Council in writing with detailed information about the nature and scope of the conflict of interest and include details of any arrangements proposed to resolve or manage the conflict of interest should the tenderer be awarded the contract. Based on the information provided by the tenderer, Council will make the final decision regarding the tenderers conflict of interest. If a conflict of interest is not disclosed by a tenderer and Council then becomes aware of the conflict, tenderers may be excluded from this Tender and/or any future process by which Council is seeking the provision of goods or services.

Additional information relating to the City’s requirements of Bidders regarding how to tender, frequently asked questions and ethical business conduct can be found on the website at <http://www.cityofsydney.nsw.gov.au/Business/TendersEOIQuotes/default.asp>

**VOLUME 1
SECTION 4
TENDER FORMS**

The following tender forms **must be completed** as part of this request for tender:

Part 1	Execution by Tenderer
Part 2	Schedule of Prices
Part 3	Statutory Declaration
Part 4	Statement of Assumptions, Conditions and Conformance
Part 5	Acknowledgement of Addenda & Notices
Part 6	Insurance and Disability Details
Part 7	Company Profile
Part 8	Previous Work Experience
Part 9	Specified Personnel and Sub Consultants
Part 10	Environmental Management

**PART 1
EXECUTION BY TENDERER**

I/We having read, understood and fully informed myself/ourselves of the contents, requirements and obligations of the request for tender, submit this tender for the performance by myself/ourselves of the **Establishment of the Panel of Experts for the Delivery of Green Infrastructure** for the Council of the City of Sydney.

<i>Name of Tenderer</i>	
<i>Subsidiary Company (if applicable)</i>	
<i>Address of Tenderer</i>	
<i>Postal Address</i>	
<i>Refer enquiries to: (name, telephone number and email address)</i>	
<i>Phone Number</i>	<i>Fax Number</i>
<i>Legal Entity</i>	<i>ABN</i>
<i>Signature and Date</i>	<i>Official Position Held</i>

**PART 2
SCHEDULE OF FEES**

Tenderers are to submit a Schedule of Fees proposal to undertake the works described in this brief. The submission is to include hourly rates (exclusive of GST) for key personnel listed in Part 9.

The fees indicated in the submitted Schedule of Fees are fixed for the term of this contract subject to 3% increases on 1 July 2012 and 1 July 2013.

The description of personnel in the following schedule of fees, is indicative as it is only intended to represent the levels of experience of personnel.

Copies (hard copy and electronic format) are to be provided of the developing work as it progresses, with a final draft provided for stakeholder review and feedback prior to completion.

Ownership of all intellectual property, including data, research findings, drawings and reports, arising out of this Schedule of Fees will be vested in the City of Sydney.

Insert the rate allowed for each of the following items for which the Tenderer wishes to be considered. If not applicable, insert 'Nil'.

ITEM NO.	DESCRIPTION	Nominated Persons	Hourly Rates \$ (excluding GST)	Daily Rates \$ (excluding GST)	Monthly Rates \$ (excluding GST)
1	Renewable Electricity and Gas				
(a)	Project Director				
(b)	Project Manager				
(c)	Specialist				
(d)	Senior Engineer				
(e)	Engineer				
2	Precinct Scale Trigeneration Systems				
(a)	Project Director				
(b)	Project Manager				
(c)	Specialist				
(d)	Team Leader				
(e)	Senior Engineer				
(f)	Engineer				

**PART 2 (CONTD)
SCHEDULE OF FEES**

ITEM NO.	DESCRIPTION	Nominated Persons	Hourly Rates \$ (excluding GST)	Daily Rates \$ (excluding GST)	Monthly Rates \$ (excluding GST)
	Precinct Scale Trigeneration Systems (Contd)				
(g)					
3	Precinct Scale Non Potable/Recycled Water Systems				
(a)	Project Director				
(b)	Project Manager				
(c)	Specialist				
(d)	Senior Engineer				
(e)	Engineer				
(f)					
(g)					
4	Alternative Waste Treatment Facility				
(a)	Project Director				
(b)	Project Manager				
(c)	Specialist				
(d)	Senior Engineer				
(e)	Engineer				
5	Precinct Scale Automated Waste Collection Systems				
(a)	Project Director				
(b)	Project Manager				
(c)	Specialist				
(d)	Senior Engineer				

PART 2 (CONTD)
SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	Nominated Persons	Hourly Rates \$ (excluding GST)	Daily Rates \$ (excluding GST)	Monthly Rates \$ (excluding GST)
	Precinct Scale Automated Waste Collection Systems (Contd)				
(e)	Engineer				
(f)					
(g)					
6	Legal, Commercial and/or Regulatory advice as to (a) Renewable and Decentralised Energy; (b) Decentralised Water; (c) Waste Collection, Treatment and Disposal; and (e) Establishment of Wholly Owned and Public/Private Joint Venture Corporations with the City. (f) Precinct Scale Automated Waste Collection Systems				
(a)	Project Director				
(b)	Project Manager				
(c)	Specialist				
(d)	Senior Lawyer				

Notes:

1. Fees must be inclusive of all costs required to satisfy the scope of works.
2. For the purpose of clarity 'Senior' shall be interpreted to mean having in excess of 10 years of relevant project related experience and must be capable of working independently.

**PART 3
STATUTORY DECLARATION**

..... of
do solemnly and sincerely declare, in respect of the Contract for [*insert the name of the services*] that:

- 1. I hold the position of and am duly authorised by ("the Tenderer") to make this declaration on its behalf and do so to the best of my knowledge, information and belief as to the accuracy of the material contained herein and after due enquires in relation to such material.
- 2. (a) Neither the Tenderer nor any of its servants or agents has entered into any contract, agreement or understanding to pay any money to any trade association in respect of the Contract; or
(b) The Tenderer has entered into a contract, arrangement or understanding to pay the sum of \$..... in the event of the Tenderer being awarded the Contract referred to above.

(Delete whichever alternative is not relevant)

- 3. Neither the Tenderer nor any of its servants or agents had any knowledge of the price of any other tenderer prior to submitting its Tender nor did the Tenderer disclose to any rival Tenderer the Tenderer's tendered price prior to closing of Tenders.
- 4. Neither the Tenderer nor any of its servants or agents has entered into a contract, arrangement or understanding having the result that on being awarded it would pay to any unsuccessful Tenderer any moneys in respect of or in relation to the Tender or any contact resulting there from.
- 5. The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of the City in accepting the Tender, except as disclosed in the Tender.
- 6. The contents of the Tender are true and correct.
- 7. At the time of submitting its Tender, the Tenderer has made reasonable enquiries and:
 - (a) is not aware of any undisclosed actual or potential conflict of interest that exists or may arise in the [performance of the Contract](#) should the tenderer be successful as a result of this RFT process;

OR [*strike out whichever is inapplicable*]

- (b) discloses the following actual or potential conflict of interest that exists or may arise in the [performance](#) of the [Contract](#) should the tenderer be successful as a result of this RFT process:

Description of Conflict

PART 4
STATEMENT OF ASSUMPTIONS, CONDITIONS AND CONFORMANCE

ASSUMPTIONS AND CONDITIONS

Attach details of any assumptions or conditions relating to the tender
No conditions will be considered after acceptance of any Tender.

CONFORMANCE

[Delete whichever is not applicable]

- The tender does conform with the request for tender; or
- The tender does not conform with the request for tender. The areas in which the tender does not conform and the reasons for this non-conformance are as follows:

Non Conforming Item	Reasons and Alternate Proposals

Please indicate any additional costs for alternate proposals. Ensure the benefits of alternate proposals are clearly stated for the purposes of evaluation.

PART 5
ACKNOWLEDGEMENT OF ADDENDA & NOTICES

I / We, [*insert full name of Tenderer*], acknowledge receipt of the following:

[*Tenderers must fully describe all documents including addenda, and any notices, which are issued by the City*]

**PART 6
INSURANCE DETAILS**

1. Provide details of insurance currently held by you and any proposed sub-contractor which would be extended to provide cover for work under the Contract.

Insurance Type	Policy No.	Extent of Cover		Expiry Date	Name of Insurer
		Per Incident \$A	Aggregate		
Workers Compensation/ Accident Insurance					
Public Liability (Requirement is \$10m)					
Professional Indemnity (Requirement is \$5m)					
Other					

Copies of all insurance certificates are required to be submitted as part of the tender response.

2. Provide details of current registration with long service and superannuation bodies.
3. Provide details of any disability action plan or disability specific policies and procedures (excluding standard EEO documentation).

**PART 7
COMPANY PROFILE**

Tenderers must provide the following information:

- Details of the size of your organisation
- Details of your corporate structure
- Brief history of your organisation
- Details of quality assurance systems and/or procedures
- Details of occupational health and safety system

**PART 8
PREVIOUS WORK EXPERIENCE**

Tenderers must provide details of recent projects that demonstrate expertise applicable to this request for tender for each of the Tendered Categories applied for:

The following information relating to each project undertaken must be provided:

- Client name and address
- Name of project and location
- Name and telephone number of principal contact
- Description of works undertaken (or services provided)
- Project value
- Project period
- Role of nominated personnel on the project
- Employees engaged in these projects
- Significant experience and technical ability in the nominated categories

Note: The City may contact the nominated organisations for reference purposes

ITEM NO.	DESCRIPTION	Nominated Project
1	Renewable Electricity and Gas	
2	Precinct Scale Trigeneration Systems	
3	Precinct scale Non Potable/Recycled water systems	
4	Alternative Waste Treatment Facility	
5	Precinct Scale Automated Waste Collection Systems	

**6 Legal, Commercial and/or
Regulatory advice as to:**

- (a) 1, 2, 3, 4 5 above or any
part thereof ; and**
- (b) Establishing wholly
owned and Public/Private
Joint Venture
Corporations as to all or
part of 1, 2, 3, 4, 5 above.**

**PART 9
NOMINATED PERSONNEL AND SUB CONSULTANTS**

Tenderers must nominate the names of proposed **key personnel for the project**, listing their qualifications, level of expertise, relevant experience and percentage of time to be allocated on the work under the Contact for each of the Tendered Categories applied for.

The following information is to be provided for each person separately:

- Full Name of Specified Person
- Position Held
- Percentage of Time on the Project
- Qualifications
- Level and Type of Expertise for each category tendered for (no more than 3 pages per category per person)
- Tenderers must list all proposed sub-consultants, together with the nature of work, intended to be engaged by the Tenderer in the performance of the work under the Contract.

ITEM NO.	DESCRIPTION	Nominated Personnel/Sub Consultant
1	Renewable Electricity and Gas	
2	Precinct Scale Trigeneration Systems	
3	Precinct Scale Potable/Recycled Systems	Non Water
4	Alternative Waste Treatment Facility	
5	Precinct Scale Automated Waste Collection Systems	
6	Legal, Commercial and/or Regulatory advice as to:	
	(a) 1, 2, 3, 4, 5 above or any part thereof ; and	

**(b) Establishing wholly
owned and Public/Private
Joint Venture
Corporations as to all or
part of 1, 2, 3, 4, 5 above.**

PART 10
ENVIRONMENTAL MANAGEMENT

1. Tenderers must provide details of their environmental systems, accreditations and/or procedures together with the following:

- Details of initiatives planned and/or undertaken to reduce your environmental impacts, including carbon footprint
- Examples of environmentally responsible business practices related to this tender

2. Tenderers must provide a full description of the proposed environmental management plan to be implemented as part of this project if applicable.

**VOLUME 2
SCOPE OF WORKS**

1.1 SCOPE OF WORKS

The City seeks to appoint persons in the following areas of expertise for the purpose of advising the City as to the various projects that may be undertaken within each of the Tendered Categories:-

1.1.1 Renewable Energy

- (A) Providing verbal and written advice as to the technical aspects of delivering large and small scale renewable energy sources particularly with respect to:
 - (i) Electricity generation; and
 - (ii) Renewable gases derived from advanced waste treatment thermal technologies such as plasma arc and other two stage gasification and pyrolysis processes, including the liquefaction, transportation and conversion of renewable gases into alternative fuels including syngas, synthetic natural gas, methanol and hydrogen in accordance with the Renewable Energy Master Plan specification and subsequent master plan.
- (B) Undertaking due diligence as to the commercial aspects of the matters identified in (A) above.

1.1.2 Trigeneration and Decentralised Energy Networks

- (A) Undertaking detailed desktop and feasibility studies and providing verbal and written advice with respect to the design, delivery and operation of precinct scale trigeneration and decentralised energy networks including Green Transformer (i.e. co-location of energy, water and waste primary plant) stations and associated distribution pipe networks.
- (B) Undertaking due diligence as to the commercial aspects of the matters identified in (A) above.

1.1.3 Non Potable/Recycled Water

- (A) Undertaking detailed desktop and feasibility studies and providing verbal and written advice with respect to the design, delivery and operation of precinct scale non potable/recycled water and decentralised water networks including recycled water treatment and Green Transformers (co-location of energy, water and waste primary plant) stations and the associated distribution pipe networks.
- (B) Undertaking due diligence as to the commercial aspects of the matters identified in (A) above.

1.1.4 Alternative Waste Treatment

- (A) Undertaking detailed desktop and feasibility studies and providing verbal and written advice with respect to the design, delivery and operation of alternative or advanced waste treatment facilities, including materials recovery facilities and advanced thermal waste treatment processes such as plasma arc and other two stage technologies, sizing and dimensioning of advanced waste treatment facilities and the related collection and disposal of waste.
- (B) Undertaking due diligence as to the commercial aspects of the matters identified in (A) above.

1.1.5 Automated Waste Collection

- (A) Undertaking detailed desktop and feasibility studies and providing verbal and written advice with respect to the design, delivery and operation of waste receiving stations and evacuated waste pipe networks including the sizing and dimensioning of automated waste receiving and Green Transformer infrastructure and the supply of associated energy from trigeneration and evacuated pipe networks.
- (B) Undertaking due diligence as to the commercial aspects of the matters identified in (A) above.

1.1.6 Legal, Commercial and / or Regulatory Advice

Providing legal, commercial and or regulatory advice as to:

- (A) The implementation and operation of precinct scale:
 - (i) Renewable Energy networks including but not limited to advice as to any licensing for the generation, distribution and supply of electricity, renewable gases and thermal energy heating and cooling;
 - (ii) Decentralised water networks including but not limited to advice as to any licensing for the resource recovery, generation, distribution and supply of non potable/recycled water; and
 - (iii) Automated waste collection, advanced waste treatment and disposal networks, including but not limited to advice as to any licensing for the automated waste collection and associated alternative waste treatment, resource recovery, energy generation and the supply and distribution of the resultant renewable gases and electricity.
 - (B) Public Private Partnerships with the City for the implementation and operation of precinct scale trigeneration infrastructure and the subsequent supply and distribution of Renewable Energy.
-

1.2 APPOINTMENT TO THE PANEL OF EXPERTS

Tenderers will be selected based on the assessment criteria included in this request for tender.

Successful tenderers will be registered on the Panel of Experts and appointment to the Panel may be for some or all of the categories listed under the scope of works as determined by the City.

Registration on the Panel of Experts is evidence that an expert has been pre-qualified to undertake work of the type identified in this request for tender.

Appointment to the Panel is no guarantee that the Tenderer will be requested to submit a quotation or tender for particular projects.

The City makes no representations, express or implied, as to the volume of business or any business at all which might be reasonably expected by a tenderer arising as a result of appointment to the Panel.

Notwithstanding any provision of this request for tender to the contrary, the City reserves the right to obtain expert services from persons other than Panel members and to seek specific tenders for expert services for the delivery of green infrastructure or other projects in circumstances where it is considered in the best interest of the City to do so.

Procurement of experts or expert services for individual project appointments will occur by one of the following methods:

- (a) Appointment on the basis of (in the following order):
 1. Assessment ranking for the relevant category selected;
 2. Availability; and
 3. Type of work or personnel required.
- (b) Appointment following definition of a specific project brief and request for lump sum fee quotation (clearly derived from the tender rates).

1.3 TERM OF APPOINTMENT

Successful tenderers will be appointed on the panel of experts for a period of three years.

1.4 OPERATION OF THE PANEL

In summary the Panel of Experts appointed under this request for tender will operate as follows:

- Experts of the Panel will be invited by the City to submit quotations for individual projects.
 - Submissions from experts containing information about specific staff members proposed (including relevant expert experience, availability and cost based on rates submitted in this request for tender) will be evaluated and approved by the City.
-

- Experts will be engaged on individual projects and be required to conform with the specific responsibilities, tasks and performance criteria specified for the individual projects.

Expert service provider personnel will be required to commit to and operate in accordance with the City's operational systems, including project management and document management systems and procedures. They will be required to contribute towards the ongoing evolution and improvement of the City's systems and processes.

They will also be required to ensure compliance with legislative, industrial and City policy requirements and standards, including Equal Employment Opportunity, Occupational Health and Safety, and Rehabilitation.

VOLUME 3
CONDITIONS OF CONTRACT

Council of the City of Sydney Standard Consultancy Agreement attached.

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STANDARD CONSULTANCY AGREEMENT



**The Council of the City of Sydney &
Insert Name of Consultant**

For

**Establishment of a Panel of Experts for the
Delivery of Green Infrastructure**

The Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: **Tender 1044**

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city of villages

STANDARD CONSULTANCY AGREEMENT

THIS AGREEMENT is made on the date set out in **Item 1** of Schedule 1

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF SYDNEY** of Town Hall House, 456 Kent Street, Sydney, NSW, 2000 ("**City/We/Our/Us**"), and
- (2) **THE PARTY** set out in **Item 3** of Schedule 1 ("**You/Your/Consultant**")

BACKGROUND

- A. The City wishes to engage you to perform the Brief.
- B. You have agreed to perform the Brief in accordance with the terms of this Agreement.

OPERATIVE PART

1 THE BRIEF

1.1 Definitions

Agreement means this Consultancy Agreement including all schedules and attachments.

Brief means the brief described in Schedule 2 to be performed by you.

Business Day means any day in which trading banks are open for business in Sydney, excluding a Saturday, Sunday or public holiday;

City's Representative means the person designated by us from time to time as being responsible for administering and supervising the performance of the Brief who, at the date of this Agreement, is the person nominated in **Item 5** of Schedule 1;

Commencement Date means the date specified in **Item 6** of Schedule 1;

Correspondence means those communications in writing, if any, between us and you, copies of which are contained in **Attachment A** to this Agreement;

Deliverables means all of the documentation which you must produce under this Agreement including reports, plans, maps, calculations, information and data stored by any means.

Expiry Date means the date specified in **Item 7** of Schedule 1;

Fee means the amount set out in **Item 10** of Schedule 1.

GST has the meaning given in Section 195-1 of the *A New Tax System*

(Goods and Services Tax) Act 1999.

Input Tax Credit has the meaning given in Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world, present or future including copyright in sketches, plans, maps, drawings, reports, computer programs, databases, models and any designs, trademarks or other intellectual property rights.

Key Dates means the dates applicable to performance of the Brief which are identified as key dates in the Program.

Key Personnel means those persons who hold the positions stated in **Item 8** of Schedule 1.

Program means the program for delivery and performance of the Brief as set out in **Item 9** of Schedule 1.

Reimbursable Expenses means the expenses payable by us to you in accordance with this Agreement as set out in **Item 11** of Schedule 1.

Schedule of Rates means the schedule of rates as set out in **Item 12** of Schedule 1.

Taxable Supply has the meaning given in Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

Your Representative means the person designated by you from time to time as being responsible for administration of the Agreement who, at the date of this Agreement, is the person nominated in **Item 4** of Schedule 1.

1.2 Interpretation

2.1 In this Agreement unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) all headings, bold-typing and italics (if any) have been inserted for convenience or reference only and do not define, limit or affect the meaning or interpretation of this Agreement;
- (d) reference to the natural person includes any company, partnership, joint venture, association or corporation of other body corporate or any governmental authority and in each and every case includes a reference to the person's executors, administrators, successors, substitutes and assigns;

- (e) reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) reference to time is to local time in Sydney;
- (g) reference to this or any other Agreement, understanding or arrangement includes the document, agreement, understanding or arrangement as varied or replaced, and notwithstanding any change in the identity of the parties;
- (h) when two or more persons are named as a party to this Agreement, any agreement, representation or warranty expressed to be given or made by that party under this Agreement will be a joint and several liability of each named person; and
- (i) any payment, act, matter or thing required to be made or performed by the terms of this Agreement on or before a day which is not a Business Day must be made or performed on or before the immediately following Business Day.

2. THE BRIEF

2.1 Your Responsibilities

- (a) You must:
 - (i) commence performance of the Brief on the Commencement Date and cease the performance of the Brief on the Expiry Date, unless this Agreement is terminated sooner;
 - (ii) perform the Brief with the professional skill, care and diligence expected of a professional consultant experienced in the projects or activities of the type the subject of the Brief;
 - (iii) perform the Brief using your own equipment, materials, personnel and office space;
 - (iv) comply with all legislative requirements in the performance of the Brief; and
 - (v) ensure that the Deliverables fulfill our requirements and are suitable for the purpose for which they are required; and
 - (vi) notify us immediately when the existence or likelihood of a conflict of interest becomes apparent to you, and cooperate with us to resolve such conflict of interest.

- (b) You acknowledge that we have entered into this Agreement relying upon your representations that you possess the particular skill, experience and ability necessary to perform any part of the Brief.

2.2 Co-Ordination with Others

You must co-ordinate and liaise with every other person performing any work related to or connected with the Brief.

2.3 Reporting

You must:

- (a) comply with all our reasonable directions about the performance of the Brief;
- (b) provide to us information on the manner and timing of the performance of the Brief upon request;
- (c) provide to us a written report on progress of the Brief upon request; and
- (d) meet with us as required by the Brief.

2.4 Changes to the Brief

- (a) We may instruct you in writing to perform additional work or otherwise vary the scope of the Brief.
- (b) Unless an instruction clearly states the task is additional or varied work, then before performing that work, you must notify us if you consider that any instructions issued include additional or varied work to the Brief. We may then confirm or withdraw that instruction in writing.
- (c) Any work performed under this clause will be paid in accordance with the Schedule of Rates or if there are no applicable rates, at reasonable rates.

3. RESOURCES & PERSONNEL

3.1 Personnel

You must provide appropriately qualified, competent, skilled and experienced personnel to perform the Brief in accordance with this Agreement.

3.2 Key Personnel

- (a) You must ensure that no person other than the Key Personnel perform the functions or roles designated for those persons in connection with the performance of the Brief.
- (b) You must promptly notify us in writing upon any Key Personnel being unable to carry out their designated functions.
- (c) You must promptly engage or employ replacement staff to carry out the functions or roles of the Key Personnel. The replacement staff must have skill and expertise comparable to those of the Key Personnel who they are replacing.

3.3 Sub-Consultants

- (a) Subject to obtaining our prior written approval (which is not to be unreasonably withheld), you may appoint specialist sub-consultants to perform part of the Brief.
- (b) You must manage and co-ordinate the performance of each sub-consultant to ensure the quality and timeliness of their performance to meet the requirements of this Agreement.
- (c) Your obligations under this Agreement are not lessened or otherwise affected by sub-contracting the performance of any of your obligation.

3.4 Removal

- (a) We may direct you to remove from the performance of the Brief any person or sub-consultant:
 - (i) who misconducts herself;
 - (ii) who is incompetent or negligent in the performance of her duties; or
 - (iii) whom the City's Representative reasonably considers is undesirable to perform the Brief.
- (b) You must comply with any direction under clause 3.4(a) within the time reasonably specified by the City's Representative.
- (c) You must (at your own cost) promptly arrange for replacement of any person or sub-consultant who has been removed in accordance with clause 3.4(a) with a person or sub-consultant who is acceptable to us.

3.5 Representatives

- (a) The parties will appoint a representative who must at all times have authority to act on that party's behalf under this Agreement. The appointed representatives will be known as Your Representative and the City's Representative.
- (b) The parties will promptly notify each other in writing of any appointment of a new representative.
- (c) The City's Representative and Your Representative must liaise with each other on all aspects of the delivery of the Brief under this Agreement.

4. TIME

4.1 Performance of Brief

You must perform the Brief in accordance with any Key Dates and the Program.

4.2 Delays

- (a) You must promptly notify us in writing of any matter which may delay the delivery of the Brief, giving detailed particulars of the matter and the potential for delay.
- (b) You will only be entitled to an extension of time for the Key Dates or Program where:
 - (i) the cause of the delay is beyond your reasonable control; and
 - (ii) you have provided written notice to us in accordance with clause 4.2(b).

4.3 Suspension

- (a) We may at any time give written notice to you to suspend the performance of any part of the Brief.
- (b) If you receive a written notice from us under clause 4.3(a), you must promptly suspend performing that part of the Brief.
- (c) We may at any time give written notice to you to resume the performance of the part of the Brief which has been suspended.
- (d) If work has been resumed under clause 4.3(c), we will extend the Key Dates and Program to a period equal to the suspension.

5. FEE & PAYMENT

- 5.1 We will pay you the Fee in the manner set out in **Item 13** of Schedule 1.
- 5.2 All payments of the Fee are subject to the receipt by us of:
- (a) a correctly rendered tax invoice; and
 - (b) a written statement which complies with Section 127 of the *Industrial Relations Act 1996*, Section 175B of the *Workers Compensation Act 1987* and Schedule 2 Part 5 of the *Pay-roll Tax Act 2007*.
- 5.3 The Fee is inclusive of all costs, expenses, disbursements, levies and taxes incurred by you in performing the Brief.
- 5.4 We agree to pay you the Reimbursable Expenses, subject to receipt by us of a correctly rendered tax invoice (including any supporting invoices from third parties). We may agree to pay additional reasonable expenses but only when the amount and nature of the expense is approved in writing in advance by the City's Representative. If the City's Representative approves expenses under this clause, you must submit a tax invoice to us for the amount agreed including any supporting invoices from third parties.
- 5.5 We may set off against any monies payable by us to you, monies due to us under this Agreement (or any other agreement whatsoever) by you.

6. GST

- 6.1 You must be a GST registered entity. If we request written evidence of your GST registration, you must promptly produce such evidence.
- 6.2 The parties acknowledge that the Fee is calculated exclusive of GST.
- 6.3 The parties acknowledge that other fees and amounts may become payable under this Agreement and those other fees and amounts may be calculated exclusive of GST. If any such payment is calculated exclusive of GST and that payment constitutes consideration for the whole or any part of a Taxable Supply by a party, the amount of that payment must be increased by the amount equal to the GST which is chargeable for the taxable supply in question.
- 6.4 If a party requires payment in an amount to which GST relates, the other party is entitled to delay in making the payment in question until the party requiring the payment delivers to the other party a tax invoice for the taxable supply in question.

7. INTELLECTUAL PROPERTY & DOCUMENTATION

7.1 Intellectual Property

- (a) All Intellectual Property Rights in any work arising from or created, produced or developed by you, whether alone or jointly with others or by any third party, for the Brief, will immediately upon creation or performance vest absolutely in us and will remain our sole and exclusive property.
- (b) No right, title or interest in the works referred to in clause 7.1(a) will be acquired by you other than under any licence granted to you by us under this Agreement.
- (c) We grant you a non-exclusive and revocable licence to use the Intellectual Property Rights to perform the Brief.
- (d) You represent and warrant that as at the date of the Agreement and at all times during the performance of the Brief:
 - (i) you hold all rights and/or licences which entitle you to use any Intellectual Property in the performance of the Brief; and
 - (ii) you are capable of assigning title of the Intellectual Property to us free of any encumbrance.
- (e) You indemnify and keep us indemnified from and against any loss, cost, damage or expense and other liability arising from any claim, demand, action or proceeding that may be made or brought by any person for infringement or abuse of moral rights in the Intellectual Property Rights.

7.2 Reproduce Documentation

You must ensure that:

- (a) the Deliverables; and
- (b) anything recording, containing or making reference to the Brief,

are used, copied, supplied or reproduced only for the purposes of performing the Brief unless you have obtained our prior written approval.

8. CONFIDENTIALITY

8.1 Confidential Information

All information supplied during or created under the course of this Agreement is to be treated by you as confidential. This clause will continue to bind you after completion of the Brief or earlier termination of this Agreement.

8.2 Media Releases

You must not make any press announcement or release relating to this Agreement or the Brief without our prior written consent.

9. INDEMNITY

- 9.1 Subject to clause 9.2, you must indemnify us and our officers, employees, consultants and agents against all damage, expense, loss (including financial loss) or liability suffered or incurred by us or our officers, employees, consultants or agents arising out of the performance of the Brief including:
- (a) loss of or damage to our property and any other property; and
 - (b) damage, expense, loss or liability for personal injury.
- 9.2 Your liability to indemnify us and our officers, employees, consultants and agents under clause 9.1 will be reduced proportionally to the extent only that our negligent act or omission or our officers, employees, consultants or agents has contributed to the loss, damage, injury, death or other liability.

10. INSURANCE

- 10.1 You must at your own expense effect and maintain the following insurance policies during this Agreement:
- (a) Public liability insurance on an occurrence basis for the amount as specified in **Item 14** of Schedule 1 for each occurrence of bodily injury and property damage including:
 - (i) cross liability (severability of interests);
 - (ii) loss or damage to property (including property belonging to us, you and/or third parties), and
 - (b) Insurance for your employees, contractors, invitees or guests for workers compensation under applicable workers compensation legislation or obligations imposed under common law;
 - (c) professional indemnity insurance with a limit of indemnity not less than the amount stated in **Item 15** of Schedule 1.
- 10.2 You must:
- (a) effect the insurance policies with an insurer approved by us;
 - (b) effect the insurance policies showing us as an interested party; and

- (c) produce to us a certificate of currency for the public liability insurance policy before execution of this Agreement and at any other time on our request.

11. TERMINATION

11.1 Termination by the City

In addition to any other clause in this Agreement which allows us to terminate this Agreement, we may terminate this Agreement by giving written notice to you, if you:

- (a) fail to properly perform the Brief;
- (b) fail to perform the Brief in a timely manner and in accordance with the Key Dates and Program;
- (c) fail to comply with our direction within the time specified in that direction or if no time is specified within a reasonable time;
- (d) engage in any activity which might conflict with our interests under this Agreement; or
- (e) enter into any form of formal or informal insolvency administration including if you become insolvent or a liquidator, controller or administrator is appointed to you (or over any part of your assets) or if proceedings or immediate steps have been brought or taken for the purpose of winding up or making such appointment.

11.2 Termination by Convenience

- (a) Notwithstanding any other provision in this Agreement:
 - (i) we may at our sole convenience terminate this Agreement by giving you seven days written notice; and
 - (ii) you must cease the performance of the Brief within the time specified in the written notice.
- (b) If the Agreement is terminated in accordance with this clause, we will pay you a reasonable proportion of the Fee and Reimbursable Expenses for the work performed up to and including the date of termination upon receipt of a tax invoice from you.

11.3 Termination by Consultant

You may terminate the Agreement by giving us seven days written notice, if we:

- (a) fail to pay you in accordance with this Agreement; or

- (b) commit a material breach of this Agreement and fail to remedy the breach within 30 days of the date of service of a written notice from you specifying the relevant breach.

12. DISPUTE RESOLUTION

- 12.1 If a dispute arises between the parties out of or in connection with this Agreement then the parties will endeavour to resolve any such dispute by negotiation within ten Business Days.
- 12.2 If the dispute between parties is not resolved by negotiation within those ten Business Days then both parties must refer the dispute to senior representatives for further negotiation for a period of ten Business Days.
- 12.3 If the dispute between the parties is not resolved by negotiation under clause 12.2, then such dispute must be referred to mediation before the commencement of any legal proceedings about the dispute.

13. THE CITY AS LOCAL AUTHORITY

- 13.1 We enter into this Agreement as a client and not as an authority. Any direction given by us under this Agreement is given as a client. Any approvals, permits, directions or other actions given or made as an authority do not in any way affect this Agreement.

14. NO ASSIGNMENT

- 14.1 This Agreement is personal and cannot be assigned or transferred by you without our prior written approval.

15. NOTICES

- 15.1 A notice or demand under this Agreement must be in writing and faxed, posted or delivered to the address of the recipient shown in **Item 2 and 3** of Schedule 1.
- 15.2 A notice is taken to be received:
 - (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post, three Business Days after the date of posting;
 - (c) if sent by facsimile, when the sender's facsimile generates a message confirming successful transmission of the total number of pages of the notice.

16. GENERAL

- 16.1 The invalidity, illegality or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions.
- 16.2 Waiver by us of a particular breach is not a waiver of any other breach.
- 16.3 This Agreement is governed by New South Wales law. The parties submit to the jurisdiction of the courts of New South Wales and to any courts which have the jurisdiction to hear appeals from any of those courts.
- 16.4 This Agreement and the attached Schedules contain the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Agreement are of no effect.

**SCHEDULE 1
REFERENCE SCHEDULE**

Item	Name	Description
Item 1	Date of Consultancy Agreement	
Item 2	The City (We/our/us)	Attention: [insert name & position] The Council of the City of Sydney ABN: 22 636 550 790 Town Hall House 456 Kent Street SYDNEY NSW 2000 Phone: (02) Fax: (02)
Item 3	Consultant (You)	Attention: [Name & position] [Company Name] ACN: [Company ACN] ABN: [Company ABN] [Address] Phone: (02) Fax: (02)
Item 4	Your Representative	
Item 5	City's Representative	
Item 6	Commencement Date	
Item 7	Expiry Date	
Item 8	Key Personnel	
Item 9	Program (including any Key Dates)	
Item 10	Fee	
Item 11	Reimbursable Expenses	
Item 12	Schedule of Rates	
Item 13	Payment Schedule	
Item 14	Public Liability Insurance	\$10m
Item 15	Professional Indemnity Insurance	\$5m

SCHEDULE 2
BRIEF

Insert details of services to be performed by consultant.

Executed as an Agreement by:

**Signed for and on behalf of the)
COUNCIL OF THE CITY OF SYDNEY by)
its duly authorised officer in the)
presence of:**

Witness:

Signature:

Name (printed):

Name of Authorised Officer:

You need to select the appropriate execution clause for the legal entity. Then delete those that are not applicable.

If other party is an individual

**SIGNED by [insert name of person], in)
the presence of:)**

Witness:

Person:

Name & Address (printed):

Name (printed):

**If other party is an incorporated
company other than a sole director
proprietary company**

**SIGNED by [insert name of the entity],)
ACN [insert ACN], in accordance)
with its Constitution [Section 127)
Corporations Act 2001]:**

Director:

Director/Secretary:

Name (printed):

Name (printed):

[OR, If the other party is a company with a sole director]

SIGNED by **[insert name of the entity]**,)
ACN **[insert ACN]**, in accordance)
with its Constitution [Section 127)
Corporations Act 2001]:

Name of Sole Director and Secretary
in full who states that he or she is the
Sole Director and Sole Company
Secretary

Name (printed):

[OR, if the other party is an Incorporated Association]

The **COMMON SEAL OF [Insert name of licensee]** was affixed here in)
accordance with its Constitution in)
the presence of:

Signature of Public Officer/Secretary

Signature of Committee
Member/Secretary

Name (printed):

Name (printed):

**ATTACHMENT A
CORRESPONDENCE**

VOLUME 4 APPENDICES

The following Annexures are available or will become available on the Powering Sydney - Making It Happen website:

<http://www.cityofsydney.nsw.gov.au/2030/makingithappen/AllanJones.asp>

- Annexure 1 Part A: Decentralised Energy Master Plan – Trigeneration Request for Tender Specification
- Annexure 2 Interim Trigeneration Master Plan
- Annexure 3 Trigeneration Request for Tender Specification (including draft design and construction, operation and maintenance, trigeneration energy supply and lease agreements)
- Annexure 4 Part B: Decentralised Energy Master Plan – Renewable Energy Request for Tender Specification
- Annexure 5 Part C: Decentralised Energy - Alternative Waste Treatment Business Case Request for Tender Specification
- Annexure 6 Part D: Decentralised Water Master Plan Request for Tender Specification
- Annexure 7 Part E: Automated Waste Collection Master Plan Request for Tender Specification (available when request for tenders is advertised in 2011)