

**Request for Tender for**

**Provision of Gardening Services**

**Tender Number: 2021 - 01**

**Closing Date:**

Friday 25 June 2021

at 1500 Hrs

June 2021

**TABLE OF CONTENTS**

[PART 1 – TERMS & CONDITIONS 3](#_Toc424134681)

[1.1 INTRODUCTION 3](#_Toc424134682)

[1.2 SUBMISSION OF OFFER 3](#_Toc424134683)

[1.5 CONTACT PERSON 3](#_Toc424134684)

[1.6 PORTLAND DISTRICT HEALTH CONTRACT DETAILS 3](#_Toc424134685)

[1.6.1 Customer 3](#_Toc424134686)

[1.6.2 The Term of the Contract 3](#_Toc424134687)

[1.6.3 Price Variation 3](#_Toc424134688)

[1.6.5 Public and Product Liability 3](#_Toc424134689)

[1.6.6 Motor Vehicle Third Party 4](#_Toc424134690)

[1.6.7 Compulsory Third Party 4](#_Toc424134691)

[1.6.8 Warranties 4](#_Toc424134692)

[1.6.9 Australian Council on Healthcare Standards **Error! Bookmark not defined.**](#_Toc424134693)

[1.6.10 PDH Policies and Procedures 4](#_Toc424134694)

[1.6.11 Site Induction 4](#_Toc424134695)

[1.6.12 Termination 4](#_Toc424134696)

[1.7 HEALTH PURCHASING VICTORIA (HPV) 4](#_Toc424134697)

[PART 2 – EVALUATION CRITERIA 5](#_Toc424134698)

[2.1 INTRODUCTION 5](#_Toc424134699)

[2.2 SELECTION PROCESS 5](#_Toc424134700)

[2.3 LOCAL CONTENT 5](#_Toc424134701)

[2.4 COMPLIANCE AND DISCLOSURE 5](#_Toc424134702)

[2.4.1 Portland District Health Contract 5](#_Toc424134703)

[2.4.2 General Conditions / Requirements 6](#_Toc424134704)

[2.4.3 Conflict of Interest 6](#_Toc424134705)

[2.5 QUALITIES 6](#_Toc424134706)

[2.6 DEMONSTRATION / TRIAL 6](#_Toc424134707)

[PART 3 – SPECIFICATIONS AND REQUIREMENTS 7](#_Toc424134708)

[3.1 GOODS AND/OR SERVICES 7](#_Toc424134709)

[3.2 MINIMUM REQUIREMENTS 7](#_Toc424134710)

[3.2.1 Product packaging 7](#_Toc424134711)

[3.2.2 Product delivery 7](#_Toc424134712)

[3.3 Payment 7](#_Toc424134713)

[PART 4 – QUOTATION 9](#_Toc424134714)

[4.1 VENDOR DETAILS 9](#_Toc424134715)

[4.2 PRICING 10](#_Toc424134716)

[4.3 CONTRACTUAL REQUIREMENTS 11](#_Toc424134717)

# PART 1 – TERMS & CONDITIONS

## 1.1 INTRODUCTION

Portland District Health (PDH) is a leading Victorian regional health service, providing surgical, medical, obstetric, rehabilitation, emergency, psychiatric, allied health and community health services to the south-west region of Victoria.

This Tender is for:

The provision of Gardening Services

## 1.2 SUBMISSION OF OFFER

The Vendor may submit the Tender in hardcopy or electronic format to:

Mrs Karena Prevett

Director Corporate Services

Portland District Health

141 – 151 Bentinck Street

PORTLAND VIC 3305

corporate.pdh@swarh.vic.gov.au

Late submissions may not be accepted.

## 1.3 CONTACT PERSON

Enquiries can be best dealt with by contacting the Contract Administrator shown below:

Mrs Karena Prevett

Director Corporate Services

Portland District Health

141 – 151 Bentinck Street

PORTLAND VIC 3305

corporate.pdh@swarh.vic.gov.au

The Vendor must not contact any other person within Portland District Health in relation to this Request for Quotation to discuss this Tender.

## 1.4 PORTLAND DISTRICT HEALTH CONTRACT DETAILS

### 1.4.1 Customer

The Customer will be Portland District Health in the Contract regarding the supply of goods.

### 1.4.2 The Term of the Contract

PDH will notify the successful Vendor for the supply of goods and / or services formally by letter. The Contract commencement date will be the dated on the letter. The Contract will be for an initial period of 2 years. This period can be extended by the Option Period, which can include four x 3-month terms. The Option Period can only be activated by PDH if all the prerequisites set out within Part B – Evaluation Criteria have been achieved by the Vendor in the initial 2 year period.

### 1.4.3 Price Variation

PDH will not consider any price variation application during the currency of the awarded Contract which is outside of the agreed Terms and Conditions. The Contract price is fixed. No price variation shall be granted retrospectively nor backdated prior to the date of Customer approval.

### 1.4.4 Public and Product Liability

The Vendor shall have Public and Product liability insurance covering themselves and/or their agents for legal liabilities arising out of the goods and/or services for an amount of:

1. not less than $10 million for any one occurrence;
2. unlimited in the aggregate in respect of public liability; and
3. limited in the annual aggregate to $10 million in respect of products.

### 1.4.5 Motor Vehicle Third Party

Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the goods and/or services for an amount of not less than $20 million for any one occurrence and unlimited in the aggregate.

### 1.4.6 Compulsory Third Party

Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Products and/or Services.

### 1.4.7 Warranties

The Vendor must give, or ensure PDH has the benefit of, the following warranties, unless stated otherwise in the Vendor’s response:

1. Twelve (12) month period for the new replacement of old defective parts or components; and
2. Correction of all latent defects throughout any extended warranty of the equipment provided.

**1.4.8 Department Treasury and Finance – Standing Directions**

The Vendor shall comply with the Standing Directions, instruction 4.2.1, regarding the requirements upon contracts; with respect to the procurement and the on-going maintenance of contracts with PDH to ensure the efficacy, safety and quality of service delivery.

### 1.4.9 PDH Policies and Procedures

The Vendor shall comply, and warrants that its employees and agents shall strictly comply, with the Occupational Health and Safety Act 2004, OH&S Regulations and Code of Practice, and PDH’s External Contractors policy and procedure whilst on the PDH site.

The Vendor will be responsible for ensuring that appropriate equipment is supplied and utilised by Vendor’s staff and agents when providing services to PDH.

### 1.4.10 Site Induction

If required, before any services commence under the Contract, the Vendor will undertake a Site Induction with the relevant PDH representative/s.

### 1.4.11 Termination

The contract may be terminated by either party, by the giving of four (4) weeks prior written notice.

## 1.5 HEALTH SHARE VICTORIA (HSV)

If Health Share Victoria enters into a state-wide collective agreement in respect of the goods and/or services laid out in this Tender then:

1. PDH reserves the absolute right to obtain the goods and/or services under the State-wide Collective Agreement;
2. PDH may give notice to the Contractor that it wishes to purchase the goods and/or services on the terms and conditions of the State-wide Collective Agreement from a future specified date;
3. the Contract shall end on the date specified by PDH; and
4. the Contractor shall have no claim against PDH or its agents, employees, officers or servants in respect of the Contract ending or PDH exercising its rights under this clause.

# PART 2 – EVALUATION CRITERIA

## 2.1 INTRODUCTION

As part of procurement process for obtaining the required goods and/or services as identified within this Tender, PDH will be determining the quality of the goods and/or services on offer, the information provided in the Vendor’s Response, how well the goods and/or services on offer complies with PDH’s current and future organisational needs, how well the Vendor and/or their agents can support and maintain the goods and/or services on offer, and finally, value for money.

The PDH Quotation Evaluation Team will not consider any Tender that does not meet all of the requirements as listed in Part 3.2 Requirements of Vendor’s Response.

## 2.2 SELECTION PROCESS

The key objective of the PDH Quotation Evaluation Team in the evaluation process is to ensure that PDH achieves the best possible outcome when purchasing goods and/or services, for every dollar that is spent, by assessing the costs and benefits of, and the inherent risks, in the Tender, rather than simply selecting the lowest Offered Price. PDH reserves the right to exclude any offers that exceed the allocated budget.

As part of the evaluation process, the PDH Quotation Evaluation Team will:

1. Apply relevant State Supply Commission and Government policies to the assessment of Tenders.
2. Require Tenders to meet all the minimum requirements in Part 4 – Equipment Required.
3. Assess Tenders against the requirements set out in Part 3 – Required Response, section 3.2.
4. Assess Tenders, Vendors, and the goods and/or services on offer against the Qualities in Part 2 – Evaluation Criteria, section 2.5.
5. Assess the Offered Prices, which includes assessing the offered price and pricing requirements in Part 3 – Required Response, section 3.2.4.

The Evaluation Assessment will require a consideration of all of the above factors and any other matters that the PDH Quotation Evaluation Team considers relevant.

## 2.3 LOCAL CONTENT

In accordance with the Victorian Industry Participation Policy (VIPP), the proposed goods and/or services, where possible, are to be manufactured within Australia / New Zealand. For further information, refer to:

[http://www.icnvic.org.au/icn\_services\_and\_programs/victorian\_industry\_participation\_policy\_(vipp).html](http://www.icnvic.org.au/icn_services_and_programs/victorian_industry_participation_policy_%28vipp%29.html)

The successful Vendor may be required to provide a Victorian Government Industry Participation Policy (VIPP) Plan demonstrating they have considered the industry development implications of their Tender according to this policy. A sample of the VIPP Plan can be accessed through the Industry Capability Network (ICN). Vendors are encouraged to consult with the ICN - (03) 9866 6155.

**A VIPP Plan must be certified by the Industry Capability Network – Victorian Branch before submission to Portland District Health otherwise it may be rejected.**

Please refer to the Victorian Industry Participation Policy (VIPP) Guidelines document for more details.

## 2.4 COMPLIANCE AND DISCLOSURE

PDH Quotation Evaluation Team will, in its Evaluation Assessment, consider the extent to which the Tender satisfies the following compliance and disclosure requirements. PDH reserves the right to reject any Tender that does not properly address any of the requirements.

### 2.4.1 Portland District Health Contract

The Vendor must confirm whether it will comply with the PDH Contract Details, Part A, Terms & Conditions, section 1.6. If the Vendor will not comply with any clause of the PDH Contract, the Vendor must set out:

1. The clause it will not comply with;
2. The extent of non-compliance, including the alternative clause, if any, or a description of any changes it requires to the PDH Contract; and
3. The reason for non-compliance.

### 2.4.2 General Conditions / Requirements

The Vendor must confirm whether it will comply with the Requirements of Vendor’s Response in Part C – Required Response, section 3.2. If the Vendor will not comply with any of these requirements, the Vendor must set out:

1. The clauses it will not comply with;
2. The extent of non-compliance, including the alternative clause, if any, or a description of any changes it requires to the requirements; and
3. The reason for non-compliance.

### 2.4.3 Conflict of Interest

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

## 2.5 QUALITIES

The PDH Quotation Evaluation Team will, in its Evaluation Assessment, consider the extent to which the Tender satisfies the following requirements. The following is a sample of requirements on which the evaluation team will reach its conclusion; it is definitely not extensive or finite. PDH reserves the right to reject any response that does not properly address and satisfy any of its requirements, whether specific or implicit.

|  |  |
| --- | --- |
| 1. Equipment
 | Compliance with TGA registration and other Standards, Product Alerts/Recalls issued. |
| 1. Clinical Acceptance/Interaction
 | User interface, User interaction, Meeting clinical requirements. |
| 1. Clinical Relevance
 | The images that are displayed on the monitors need to be clinically acceptable. The information which is available for image capture, meeting future perceived requirements. We need to undertake small and large bone surgery; vascular surgery; urological surgery; and abdominal fluoroscopy. |
| 1. Equipment Reliability
 | Competently demonstrate the ability in maintaining the system in an acceptable timeframe in the event of failure, Level of spare parts stored in vicinity of PDH. |
| 1. Pricing
 | Tender price, value for money, whole of life costs including maintenance and spare parts. |
| 1. Servicing
 | Variations on maintenance contracts offered, cost of service contract, PDH having full confidence in Vendor having the system up and running post failure in a timeframe acceptable to PDH. |
| 1. Education
 | Delivery of education programs. |
| 1. Occupational Health and Safety
 | Ergonomically acceptable to minimise risk to clinicians and ensure ease of use in regards to mobility. |

## 2.6 DEMONSTRATION / TRIAL

Vendors may be requested to demonstrate, or offer for trial, their goods and/or services as offered to the PDH Quotation Evaluation Team as part of this evaluation process.

# PART 3 – SPECIFICATIONS AND REQUIREMENTS

## 3.1 GOODS AND/OR SERVICES

1. Gardening Services
2. Lawns and Mowing
3. General Garden Maintenance
4. Spraying
5. Plant Replacement
6. Tree Lopping

## 3.2 MINIMUM REQUIREMENTS

### 3.2.1 Number of services p.a.

1. Tenderers are expected to familiarise themselves with the sites involved as they are required to submit the number of times per annum they estimate each service needs to be performed in order to meet the Minimum Quality Standards as listed in Section 3.4, e.g. 52 visits p.a. (weekly)
2. This contract allows for the provision of additional services at the quoted hourly rate as well as one off P.O.A services. **However additional services should be the result of e.g. exceptional weather conditions and not from deliberate under quoting.**

### 3.2.2 Pricing

1. Prices tendered should be fixed for 12 months. Any tender price variation proposed for the second year of the agreement must be clearly noted and explained as part of original tender (e.g. CPI increase)
2. Tender prices and any relevant information as to any variations proposed in pricing and / or services should be submitted using the template provided in Section 4.2.

## 3.3 Payment

1. An invoice shall be forwarded with each delivery.
2. The invoice must be a Tax Invoice which shows the following:
3. ABN number,
4. Business name
5. Product
6. Total cost per item
7. Invoice total cost
8. Payment is scheduled to occur no later than thirty (30) days, or a shorter period by mutual agreement with the PDH Director Corporate Services, after the end of the month in which a correctly tendered invoice is received, provided that the service was rendered prior to the receipt of the invoice.

## 3.4 Minimum Quality Standards

**3.4.1 Public Image**

The maintenance of gardens and grounds plays an important part in the image of the organisation conveyed to the public.

The Hospital campus and gardens are to be maintained with low maintenance plants which provide colour and life in the gardens.

**3.4.2 Scope of Work**

The works shall include, but not be limited, to the following:

1. Mowing and edging of all lawn areas;

b) Garden bed maintenance;

c) Prompt removal of lawn clippings from paths and lawns, after mowing;

d) Application of pesticides, herbicides and fertilisers as required to maintain the lawns, gardens and grounds in good condition;

e) Removal of all debris from gardens, including clippings and pruning, before the end of each working day;

f) Control watering program for all areas under this contract;

g) Provide recommendations of suitable low maintenance and minimum water need plants for future improvements to all gardens and grounds covered by this contract.

h) Maintain all pathways, roadways, courtyards and gutters clear of all weeds and litter.

1. Supervision of all staff whilst undertaking the duties approved under this contract.
	1. Report (and if necessary act to secure the area immediately) on any plants, shrubs or trees presenting a safety hazard to people or infrastructure.
	2. Replace aging or damaged plants, shrubs and trees on a cyclical basis.
	3. The contractor shall provide the client with M.S.D.S. for all chemicals and hazardous goods that are used on site.

The contractor will:

1. Provide all labour, equipment, and consumables such as fuel, herbicides, etc as required per the scope of work contracted.
2. purchase all replacement and additional plants.
3. Ensure appropriate signage is in place while works are undertaken
4. on request supply documentation to evidence the application of fertilisers, pesticides and herbicides as allowed for in **Tender Price.**
5. for **Additional Work** charge the nominated hourly rate; eg planting of flower beds, garden development work, etc.
6. make available for discussion with Portland District Health, details of back-up staffing arrangements, equipment availability and planned work schedules as appropriate.

Portland District Heath will **NOT:** provide workshop or storage facilities for any contractor.

**3.4.3 Areas to be covered by the Contract**

* The Hospital Campus, on the corner of Bentinck and Fern Streets, including nature strips and the enclosed gardens of the Seymour Cundy Wing , and Harbourside Lodge
* Active Health Portland, 148 Percy Street – to be invoiced separately to Active Health

# PART 4 – QUOTATION

## 4.1 VENDOR DETAILS

|  |  |
| --- | --- |
| 1. The identity of the Vendor organisation:
 |  |
| 1. Name of legal entity
 |  |
| 1. Business name
 |  |
| 1. Registered address or address of principal place of business
 |  |
| 1. ABN or ACN
 |  |
| 1. GST registered?
 | Yes / No |
| 1. Contact person
 |  |
| 1. Position title
 |  |
| 1. Email address
 |  |
| 1. Telephone number
 |  |
| 1. The contact details of the person PDH will be required to liaise with:
 |  |
| 1. Contact person
 |  |
| 1. Position title
 |  |
| 1. Email address
 |  |
| 1. Telephone number
 |  |
| 1. To ensure PDH that appropriate level of cover is provided in the outcome of an adverse event, provide the following Certificate of Currency for the insurance policies covering:
 |  |
| 1. Public and Product Liability
 |  |
| 1. Motor Vehicle Third Party
 |  |
| 1. Compulsory Third Party
 |  |

## 4.2 PRICING

***\*Tender price should be price as per Unit listed for each item (eg Kg, Bunch or Carton). Any alternative pricing not as per listed Unit type must be clearly marked.***

|  |
| --- |
| ***Hospital Campus (Hospital) – Site 1******\*ALL RATES QUOTED SHOULD BE GST INCLUSIVE (If any items are GST Free, please highlight).*** |
| ***No.*** | ***Item*** | ***Type*** | ***Hrs. allowed per each******service / visit*** | ***Rate per Hr. Incl. GST\**** | ***Sub Totals $*** | ***Total $ per service*** | ***No. services p.a.*** | ***Total $ p.a. Incl. GST*** |
| *1* | ***Lawns and Mowing*** | ***Labour*** |  |  |  |  |  |  |
| ***W/snipping & Edging*** |  |  |  |
| *2* | ***General Garden*** ***Maintenance*** | ***Labour*** |  |  |  |  |  |  |
| *3* | ***Spraying*** | ***Labour*** |  |  |  |  |  |  |
| ***Materials*** | ***Per Spray*** | ***N/A*** |  |
| *4* | ***Plant Replacement*** | ***Materials*** | ***Per Annum*** | ***N/A*** |  |  |  |  |
| *5* | ***Tree Lopping*** | ***Quotes to be sought as needed*** |  |  |  | ***P.O.A.*** |  | ***P.O.A.*** |
| ***Annual Total*** |  |

##

|  |
| --- |
| ***Active Health Portland – Site 2******\*ALL RATES QUOTED SHOULD BE GST INCLUSIVE (If any items are GST Free, please highlight).*** |
| ***No.*** | ***Item*** | ***Type*** | ***Hrs. allowed per each******service / visit*** | ***Rate per Hr. Incl. GST\**** | ***Sub Totals $*** | ***Total $ per service*** | ***No. services p.a.*** | ***Total $ p.a. Incl. GST*** |
| *1* | ***Lawns and Mowing*** | ***Labour*** |  |  |  |  |  |  |
| ***W/snipping & Edging*** |  |  |  |
| *2* | ***General Garden*** ***Maintenance*** | ***Labour*** |  |  |  |  |  |  |
| *3* | ***Spraying*** | ***Labour*** |  |  |  |  |  |  |
| ***Materials*** | ***Per Spray*** | ***N/A*** |  |
| *4* | ***Plant Replacement*** | ***Materials*** | ***Per Annum*** | ***N/A*** |  |  |  |  |
| *5* | ***Tree Lopping*** | ***Quotes to be sought as needed*** |  |  |  | ***P.O.A.*** |  | ***P.O.A.*** |
| ***Annual Total*** |  |

## 4.3 CONTRACTUAL REQUIREMENTS

|  |  |
| --- | --- |
| 1. Hours of service:
 |  |
| 1. Monday to Friday
 |  |
| 1. Saturday
 |  |
| 1. Trading Terms
 | 30 days |