

12th February 2019

To Whom It May Concern,

Subject to Contract and Without Prejudice

## RE: INVITATION TO TENDER FOR CLEANING CONTRACT GRAND NATIONAL, SIEC, HORSLEY PARK, NSW

We refer to the above property/event.

Your company/business is invited to bid for the above-stable cleaning contract for Grand National 2019 SIEC, Horsley Park. A full set of tender documentation is enclosed herewith for your perusal. If you would like to be considered for providing this service, please read through the document carefully and submit your tender in accordance with the specified procedures.

Please note this tender will close at 5:00pm AEST on Monday 18<sup>th</sup> February 2019. Please forward your tender to secretary@shca.org.au.

Should you have any query, please feel free to contact the undersigned on 0417 037 647 for more information.

For and on behalf of

Show Horse Council of Australasia Inc



## 1. Preliminaries

- 1) The Show Horse Council of Australasia Inc who is conducting the 2019 Grand National Saddle Horse and Riding Championships, at Sydney International Equestrian Centre, Horsley Park.
- 2) The Stables as at per attachment "A" (Stable Plan).
- 3) The Show Horse Council of Australasia Inc (hereinafter call "SHCA") invites cleaning companies (hereinafter called "the Tenderers") to submit a tender for providing quality stable cleaning services for uncleaned stables at our event inclusive of removing soiled stable material to an area designated by SHCA or its stable warden.
- 4) Subject to acceptance of the Tender and any counter offer by the Council, the successful Tenderer (hereinafter called "the Contractor") shall under a contract, which consists of Preliminaries, Conditions, Service Schedule, Specifications and Form of Tender, clean the stables between the 26<sup>th</sup> March and the 1<sup>st</sup> April 2019.
- 5) The scope of the Contractor's service shall cover all stables at the venue. All tenderers are advised to understand the venue layout carefully before submitting Tender. The Tenderers may be invited to attend an interview before a decision on selecting the Contractor can be made by the Council Executive.
- 6) The Council is not obliged to accept the lowest or any tender submitted by the Tenderers.
- 7) Tenderers should submit the Tender in a sealed envelope marked "TENDER FOR CLEANING CONTRACT OF SIEC FOR 2019 GRAND NATIONAL", addressed to:
- 8) The tender submission must comprise the following documents:
  - a) A completed Form of Tender and
  - b) Appendices to the Tender including:
    - i) Proposed Cost per stable to the Council for Stables left uncleaned by competitors upon departure
    - ii) Proposed cost of cleaning directly to competitors
    - iii) Any other costs to be charged by Contractor;

The above documents must be duly filled in and signed by the Tenderers, attested and dated before submission, otherwise the Tender may be considered to be invalid.

The tender submission shall also include the full set of tender documents which are:

- **♦** Preliminaries
- **♦** Conditions
- ♦ Short Form Tender
- 9) Tenderers must submit the following together with the Tender documents:
  - a) Information to show the business experience in providing cleaning services for stables;
  - b) Organization chart to show the business management system and back up support for cleaning operatives at the venue.



- c) Service commitment A detailed statement to show the company's planned efforts in delivering stable cleaning services to SIEC at the highest standard.
- d) Copy of Certificate of Currency for the relevant insurances
  - i) Public Liability \$20M
  - ii) Workers Compensation (if applicable)
  - iii) Accident/Sickness (if applicable)

## 2 Conditions

- 1. The contract will be for the period of the event. 26<sup>th</sup> March 2019 to 1 April 2019. Either party may terminate the contract with 28 days written notice.
- 2. The Contractor may be nominated from time to time by the Council to perform relevant services in addition to those in the terms of the contract
- 3. All service charges quoted by the Contractor in the Appendices of the Tender shall not form any part of the Contract, but such charges shall be valid whenever the SHCA Executive wish to employ relevant services during the term.
- 4. The Contractor shall be responsible for the efficient performance of the Contract and for the good conduct of his employees whenever they carry out cleaning working at the venue. The Contractor shall maintain a enough cleaners at all specific times to properly fulfill his obligations under the Contract. The Contractor's employees shall be properly supervised t all times by a supervisor employed for this purpose by the Contractor. The Contractor and their employees shall always wear a shirt provided by the Council for the event.
- 5. Subject to the final agreement made by the parties, the Contractor shall be remunerated by the Council within 14 days of receipt of Invoice for the event, provided that invoice is in accordance with the price quoted in the Form of Tender and the stables claimed are confirmed by the relevant documentation.
- 6. All stables must be approved by the Sydney International Equestrian Centre staff.
- 7. All cleaners shall be observant, keen, alert, efficient, willing and pleasant. Adequate training for the cleaners shall be provided by the Supervisor to guarantee a high standard.
- 8. As a mobile team is required, the team members shall have proper qualifications required to use and operate the necessary equipment. All insurance premiums in this respect shall be solely borne by the Contractor.
- 9. The Contractor shall provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard and suitable for the stables and the venue.
- 10. Unless written consent is given by the Council, the Contract and any part, share or interest in it, must not be transferred or assigned by the Contractor, directly or indirectly to any persons whomsoever.
- 11. The Contractor or its employees shall attend daily meetings with the council and as called upon to do so shall comply with all reasonable instructions of the Council executive or the Stable Warden during the event.



12. The SHCA Executive shall have power to vary the work reasonably described in the Specifications and Service Schedule and no variation shall void this Contract.

Should the SHCA Executive or the Stable Warden require more or less work to be carried out, the value of such work shall be added to or deducted from the contract sum at the rates to be mutually agreed by the Contractor and the SHCA Executive, in writing.

- 13. Whenever under this Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum due or which at any time thereafter may become due to the Contractor under the Contract.
- 14. a. Default If the Contractor
  - i. Has abandoned the Contract; or
  - ii. Is not executing the service in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract

Then the SHCA Executive, after giving 24 hours' notice, may expel the Contractor from the venue without thereby releasing the Contractor from any of his other obligations or liabilities under the Contract.

## b. Bankruptcy

The SHCA may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor

- 15. **Inspection and Rejection** All services performed under this Contract shall be subject, before payment, to inspection by the Stable Warden/SIEC staff, who may advise the SHCA withhold payment, if in their opinion any service has not been performed in accordance with the requirements of the Contract or SIEC. Payment for services will be made within 14 day of receipt of Invoice from the Contractor only if the services have been performed to the satisfaction of the Stable Warden and SIEC.
- 16. **Injury to Persons.** The Contractor shall be solely liable for and shall indemnify the Show Horse Council of Australasia Inc in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Secretary of SHCA with a copy of the insurance policy.
- 17. **Damage to Property**The Contractor shall be liable for and shall indemnify the Show Horse Council of Australasia Inc and related parties against any liability, loss, claim or proceedings in respect of any damage to the venue, etc. whatsoever, arising out of or in course of his/her negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Secretary of SHCA with a copy of the insurance policy.
- 18. If there are any act, omission or neglect of the Contractors, his agents, servants, workmen or others, or of any sub-contractor employed by him/her, cause or suffer any damage to any property whatsoever in the execution of any works under this Contract, such damage may be made good by the SHCA.