



REQUEST for QUOTATION
For PLUMBING SERVICES AND PRODUCTS
COMMUNITY REBATE PROGRAM 2017-2018

Quotation Response:

Email your responses to: JGimbert@westernportwater.com.au

No later than: 4 PM Friday 17th November 2017

Name of person Firm or company tendering USE BLOCK LETTERS Address ABN Of: Hereby tender(s) to perform the work for Westernport Region Water Corporation ABN63 759 106 755
Description of works	
For the Lump Sum of:	Amount in words (\$) (GST Exclusive)
If the Tenderer is a firm, the full names of two (2) individual members of the firm must be stated here and signed below
Dated	This..... day of2017
Signature(s) of Tenderer



REQUEST for QUOTATION PROVISION OF PLUMBING SERVICES AND PRODUCTS

Westernport Region Water Corporation (WPW) requests a quotation for the supply of services as described below:

QUOTATION DETAILS:

1. About the Corporation

Westernport Region Water Corporation, trading as Westernport Water, is a regional water corporation whose core function is to provide drinking water, recycled water and wastewater services, wherever economically, environmentally and socially practicable, to properties and communities throughout its' service region. Westernport Water services over 19,000 permanent customers and over 100,000 visitors during peak periods. The service area covers 300 square kilometres encompassing Phillip Island, San Remo and the Western Port district, from The Gurdies to Archies Creek.

2. Background

Westernport Water is seeking quotes and a commitment from a local plumbing organisation to partner with us to deliver the 2017-2018 Community Rebate Program.

The Community Water Rebate Program is a targeted water rebate program to assist water corporations' vulnerable and hardship customers. The program includes a range of products and services to improve water efficiency in households.

3. Project Definition

The Program aims to assist financially vulnerable customers to reduce their cost of living and have a greater capacity to save money, by helping them to replace or repair inefficient or damaged water fittings and help them avoid high bills in the future.

4. Project Objectives

The Program will deliver water saving audits and rebates on products aimed at reducing water lost through leaks and old appliances. The focus is on helping vulnerable and hardship customers that cannot afford water efficiency products and services, and are struggling to pay bills.

5. Project principles

- Demonstrates a detailed knowledge of plumbing principles
- Is a qualified licence plumber
- Demonstrates a high level of customer service.



6. Scope of work

The Program includes a range of products and services to improve water efficiency in households. Westernport Water would like to provide customers with reliable yet affordable products and is committed to helping out those most vulnerable.

The Contractor is required to work closely with the WPW Program Team to deliver the following:

- a quote for initial Water Audit on a residential household;
- as well as an estimate or price range for the following items/works:

Quotation Breakdown Requirements

Please provide your quote with the following breakdown:

Description	Amount (\$)	Comment
Full residential Water Audit		
Repair or replacement of toilet suite		
Leak detection / repair		
Showerhead replacement		
Hot water service adjustment / repair		
Water and energy efficient washing machine installation		
Other plumbing works, (hourly rate).		
Flow monitoring devices		

7. Assumptions

The following assumptions are made against this project:

- There is an expectation that all communication and service provided to our customers will be of the highest quality.
- The successful licensed plumber(s) will be contracted to represent Westernport Water.

Deliver Goods to, or Provide Services at: Newhaven Administration Office, 2 Boys Home Rd, Newhaven, Vic.

Delivery Date: Between October 2017 and June 2018

Insurances and other documents as required: \$5m Public Liability

QUOTATION PRICE - All prices shall remain fixed for 30 days from date of Quotation

Firm Price Schedule of Rates or Schedule of Fees including GST

QUOTATION TO INCLUDE:

References Schedule of Rates or Schedule of Fees including GST

Qualifications

CONTRACT TERMS & CONDITIONS:



<input checked="" type="checkbox"/> Purchase Order	Terms Attached
RETURN QUOTE TO:	
Name:	
Email:	
Closing at 4pm on date:	Friday 17 th November 2017
Further information:	03 5956 4115

Please note:

1. This Request for Quotation is not an instruction to proceed.
2. This Request for Quotation form will be part of the Contract between WPW and the provider of the successful quotation.
3. WPW reserves the right not to accept the lowest or any quotation.



TERMS AND CONDITIONS

1) Supply of Goods and Services

- a) The Seller must supply the Goods and/or Services to the Buyer in accordance with the Specification and these Conditions.
- b) The Seller must deliver the Goods to the Delivery Point by the Delivery Date displayed in the Purchase Order. Delivery will not be taken to have occurred until delivery is acknowledged in writing by the Buyer or deemed to have occurred.
- c) The Seller must provide Services in a proper, timely and efficient manner using a standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of Services that are similar to the Services
- d) The Seller must ensure the highest quality of work and the delivery of the Goods and/or Services with the utmost efficiency
- e) The Seller must act in good faith and in the best interests of the Buyer; and
- f) The Seller must provide any and all equipment necessary for the performance of the Services.

2) Price for the Goods and/or Services

The Rates or Fees applicable to the Goods and/or Services are set out in the Purchase Order and are fixed. Expenses may only be charged in accordance with the Purchase Order.

3) Invoicing and Payment

- a) The Unit Price of Goods is fixed and includes all packaging, transport, insurance, loading, unloading and storage costs and any other costs incurred by the Seller unless otherwise agreed between the parties.
- b) The Seller must submit to the Buyer a tax invoice for the Purchase Price following the supply of the Goods or completion of Services, or at such other time or times as agreed by the parties. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with the applicable Purchase Order number and any such other information as the Buyer may reasonably require. The tax invoice must be sent to the address specified in the Purchase Order.
- c) The Buyers payment terms are 30 days from the end of the month of the date of the invoice, unless otherwise agreed by the parties. However, if the Buyer disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Seller of the amount in dispute. The parties will endeavour to resolve any such dispute.
- d) Payment of an invoice is not to be taken as evidence that the Goods have been supplied in accordance with the Agreement but must be taken only as payment on account.

4) Failure to supply Goods and/or Services

- a) Without limiting any other available remedy, if the Seller fails to provide any of the Goods and/or Services in accordance with the Agreement, the Buyer will not be required to pay for those Goods and/or Services (until they are provided correctly) and may require the Seller to remedy any default or re-perform the Goods and /or Services within the time specified in a notice (which must be reasonable having regard to the nature of the Goods and/or Services).
- b) If the default referred to in clause 4(a) is not capable of being remedied or the Goods and/or Services are not capable of being re-performed, or the Seller fails within the time specified to remedy the default or re-perform the Goods and/or Services, the Buyer may either have the Goods and/or Services remedied or re-performed by a third party or do so itself. In either case, the Seller must pay the reasonable costs incurred by the Buyer in doing so.

5) Acceptance or rejection of Goods

- a) If the Goods conform with the Specification, sample or intended purpose, the Buyer will accept the Goods in writing. If the Goods do not conform, the Buyer may reject the Goods within 30 days, or a period which is deemed suitable, by written notice giving reasons from the date Goods are received at the Delivery Point.
- b) Where it is not practical to accept or reject Goods within 30 days the Seller shall not be relieved from any of its responsibilities and liabilities under the terms of the Purchase Order.

- c) The Seller must at its cost collect and remove any Goods that have been rejected as soon as practicable or the Buyer may return the Goods to the Seller at the Seller's expense.
- d) The Buyer will not be liable to pay for any rejected Goods. If the Buyer has paid for Goods before acceptance the Seller will refund the payment.
- e) The Buyer shall have the right to inspect the Goods at any stage of design, manufacture or installation. This condition also applies to all approved subcontract work let by the Seller. The Buyer shall have the option to reject any work performed that does not conform to the Specifications detailed in the Purchase Order. Any rejected work shall be redone at no additional cost to the Buyer. Such inspection does not relieve the Seller of any further obligations in respect to this Purchase Order.

6) Cancellation

The Buyer may cancel the Goods and/or Services at any time by giving written notice to the Seller who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Goods and/or Services. The Buyer must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Seller up until cancellation (but not any loss of prospective profits).

7) Liability

- a) The Seller must indemnify and keep indemnified, the Buyer and its officers, employees and agents against all claims, demands, proceedings, liabilities, costs, charges and expenses suffered by the Buyer and its officers, employees and agents arising as a result from any act, neglect or fault of the Seller its offers, employees and agents related to its obligations under the Purchase Order
- b) The Buyer will not be liable to the Seller for any direct, indirect or consequential loss or damage under the Purchase Order
- c) The maximum sum, for which the Buyer may be liable to the Seller under the Purchase Order, is limited to the price of deliverables.

8) Insurance

- a) The Seller must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Seller is liable in connection with the provision of Goods and/or Services including professional indemnity and, if applicable, public and products liability insurance.
- b) Product liability insurance must be to the value of the Purchase Order and match any warranty period, applicable contract or 3 years after acceptance of the Goods, whichever is the greater.
- c) On request, the Seller must provide the Buyer with evidence of the currency of any insurance it is required to obtain.

9) Confidentiality and privacy

- a) The Seller and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information of the Buyer to any other person.
- b) The Seller hereby consents to the Buyer publishing or otherwise making available information in relation to the Seller (and the provision of the Goods and/or Services) as may be required:
 - i. to comply with the Contracts Publishing System;
 - ii. by the Victorian Auditor-General; or
 - iii. to comply with the *Freedom of Information Act 1982* (Vic).
- c) The Seller acknowledges that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done in connection with the provision of Goods and/or Services in the same way as the Buyer would have been bound had the relevant act been done by the Buyer.

10) Access

When entering the premises of the Buyer or its designated location for the provision of Goods and/or Services, the Seller must ensure that its employees, agents and sub-contractors use reasonable endeavours to protect people and property, prevent nuisance and act and in a safe and lawful manner and comply with the safety standards and policies of the Buyer, which may include a site induction.



11) Subcontracting

- a) The Seller must not sub-contract to any third person any of its obligations in relation to the Goods and/or Services, including delivery, without the prior written consent of the Buyer (which may be given or withheld in its absolute discretion).
- b) The Seller will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Seller itself.

12) Warranties

The Seller warrants to the Buyer that:

- a) **(Title)** it has the right to sell and transfer title to and property in the Goods to the Buyer;
- b) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Goods and/or Services;
- c) **(Conflict)** it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement;
- d) **(Purpose)** where the Buyer has, either expressly or by implication, made known to the Seller any particular purpose for which the Goods and/or Services are required, the Goods and/or Services will be performed in such a way as to achieve that result;
- e) **(Goods)** the Goods:
 - i. are new and fit for the purpose stated in the Specification (or, if no purpose is stated, the purpose for which the Goods would ordinarily be used);
 - ii. conform in all respects with the Specification;
 - iii. are free from defects (including defects in installation); and
 - iv. are of merchantable quality and comply with all Laws.

Further, the Seller must obtain, where provided for in the Specification, for the Buyer the benefit of any manufacturer's warranties.

13) Intellectual property rights

- a) The Seller indemnifies, defends and holds harmless the Buyer from any Claims for the infringement or breach of any Intellectual Property Rights relating to the use or supply of the Goods and/or Services.
- b) The Seller will procure for the Buyer all Intellectual Property Rights which are reasonably required by the Buyer for the use and enjoyment of the Goods and/or Services. Any Intellectual Property Rights created for the Buyer, or included in any deliverables, are assigned upon creation to the Buyer (unless otherwise specified in the Purchase Order). The Seller will obtain a licence to use those Intellectual Property Rights solely to the extent necessary to perform its obligations under the Purchase Order.

14) Title and Risk

Title in the Goods will pass to the Buyer upon payment for the Goods. Risk in the Goods will pass to the Buyer upon acceptance of goods, as per clause 5 (a).

15) Compliance with law

- 16) The Seller must, in the provision of the Goods and/or Services, comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of these Goods and/or Services.

17) GST

- a) Terms used in this clause have the same meanings given to them in the GST Act.
- b) Unless otherwise stated, all prices or other sums payable relating to the Purchase Order or these Conditions are assumed to be inclusive of GST.
- c) If GST is imposed on any supply made under or in accordance with these Conditions, the recipient of the taxable supply must pay to the Seller an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

18) General

- a) The Agreement is governed by and is to be construed in accordance with the Laws applicable in Victoria, Australia. Each party irrevocably

and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

- b) Time is of the essence in relation to the provision of the Goods and/or Services.

19) Definitions

In these Conditions, unless the context otherwise requires:

Buyer means Westernport Region Water Corporation trading as Westernport Water

Seller means the person/organisation named on the Purchase Order, or contract, from whom the Goods and/or Services have been ordered.

Agreement means the agreement for the provision of the Services of which these Conditions and the Purchase Order form part.

Code of Practice means a code of practice as defined in, and approved under, the Information Privacy Act 2000 (Vic).

Conditions means these General Conditions for the Provision of Services within this document.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Buyer, including any information designated by the Buyer as confidential, which is disclosed, made available, communicated or delivered to the Seller, but excludes information:

- i. which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
- ii. which the Seller can demonstrate was in its possession prior to the date of the Agreement;
- iii. which the Seller can demonstrate was independently developed by the Seller; or
- iv. which is lawfully obtained by the Seller from another person entitled to disclose such information.

Contracts Publishing System means the policy of the Victorian Government requiring publication of details of contracts entered into by Victorian Government departments, as amended from time to time.

Delivery Point means the location or address to which the Goods and/or Services are to be delivered, as specified in the Purchase Order.

Fees means a fixed fee payable to the Seller for the provision of the Goods and/or Services.

Goods means the goods (or any of them) specified in the Purchase Order.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information Privacy Principles means the information privacy principles set out in the *Information Privacy Act 2000* (Vic).

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means the law in force in the State and the Commonwealth of Australia, including common law and legislation.

Purchase Order means any form of order or acknowledgment from the Buyer for the provision of the Goods and/or Services which incorporates these Conditions.

Purchase Price means the sum ascertained by multiplying the Unit Price for the applicable Goods by the number of units delivered.

Rates means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Seller for the provision of the Services.

Services means the services specified in the Purchase Order.

Specification means the specifications to which the Goods and/or Services must comply, as set out in the Purchase Order or as otherwise incorporated in the Agreement or applicable contract.

State means the Crown in the right of the State of Victoria.

Unit Price means the price per item of each of the Goods and/or Services, as specified in the Purchase Order.

