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# Stand Alone Power Supply for a remote location in the Kandos Area

Request for Proposal – Network Support Services in the form  
of a Stand Alone Power Supply (SAPS)

April 2020



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# 1 Background

## 1.1 About Us

Endeavour Energy is an electricity distribution network service business, responsible for the safe and reliable supply of electricity to 2.4 million people in households and businesses across Sydney's Greater West, the Blue Mountains, Southern Highlands, the Illawarra and the South Coast.

Endeavour Energy is 50.4 percent owned by an Australian-led consortium of long-term investors in the private sector operating the network under a 99-year lease. The private sector consortium comprises of Australia's Macquarie Infrastructure and Real Assets, AMP Capital on behalf of REST Industry Super, Canada's British Columbia Investment Management Corporation and Qatar Investment Authority. The remaining 49.6 percent is held by the State of NSW via a corporation constituted under the Electricity Retained Interest Corporations Act 2015.

The 'company' in the remainder of this document means the entities which form the Endeavour Energy Group (Group), these include the Endeavour Energy Network Asset Partnership, the Endeavour Energy Network Operator Partnership, the Endeavour Energy Unregulated Partnership and their respective subsidiaries, Network Finance Company Pty Ltd and Endeavour Energy Network Management Pty Ltd and AUSCONNEX Management Pty Ltd.

## 1.2 Background

At a currently undisclosed location in the western part of Endeavour Energy's supply area (near Kandos) there is a 6km section of HV mains which are dedicated to the supply of one customer with two metering points (NMI sites), approximately 700m apart. The section of HV mains is approaching its end-of-life and will require replacement over the medium term (5 to 10 years). As these mains approach their end-of-life we are seeking network support services that will maintain reliable supply to the customer. We consider the location to be both technically and economically feasible for a stand-alone power system that could supply the customer's electricity requirements and avoid the need for eventual replacement of the HV mains.

We believe that the Network Support Services in the form of a stand-alone power supply will be at a lower cost than network replacement, however this will be a consideration in evaluating proposals under this RFP. The existing HV mains could be potentially decommissioned following successful implementation of the SAPS and this will avoid costly line inspection and vegetation management costs in the area. Any decommissioning works will be the responsibility of Endeavour Energy.

Further information will be disclosed to parties who enter into a non-disclosure agreement including electricity load profile data, installed appliance data and other information on the use of electricity at the location.

## 1.3 Purpose of this document

This RFP document is to seek technically and economically feasible network support services in the form of a stand-alone power supply at the remote location. We seek to ensure service continuity to the customer through this RFP for related services.

We are seeking proposals for both Own and Lease operating models for the SAPS. Respondents are invited to offer either or both operating models in their proposals. The RFP outlines the technical requirements for the SAPS, in terms of the energy and demand requirements. Endeavour Energy currently has a low level of expertise and experience in installing and operating SAPS and is seeking proposals from Respondents with experience and capability in SAPS and could provide full operating and maintenance services to support the network and the customer.

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- The RFP provides background on the requirement for network support in the form of the energy and demand requirements to meet the customer's service.

Respondents are requested to submit proposals that describes their offer and how it meets the requirements. Respondents are required to provide detail on the technical components of their solution, pricing of components, operating and maintenance requirements and warranties.

Respondents are also requested to indicate their ability to meet the existing and future regulatory requirements in the respect to SAPS and what impact any changes to the regulatory framework would have on their proposals.

#### **1.4 Endeavour Energy's Objective**

Endeavour Energy's objective is to obtain network support services that ensure service continuity in the location. We have conducted our feasibility assessment on the site and the energy requirements and have determined that a SAPS is a technically feasible solution. We are seeking alternative (SAPS) solutions that provide levels of service that equal or exceed the current service at this location including supply reliability and customer service and provide value for money when compared to a traditional network solution. If a viable and cost effective SAPS solution is available through this RFP process this would allow us to defer or avoid the need to replace the existing HV mains at the end of their service life to the economic benefit of our customer base.

Other objectives include:

- Maintain the continuity of electrical service to the customer and provide customer service level that exceeds the customer's expectations.
- Gain experience with SAPS as a feasible option in rural remote locations.
- Promote the project as an innovative solution to a network need (end of life condition of HV Mains).
- Work through any regulatory barriers to implementing cost effective SAPS solutions.
- Develop a supplier base for future SAPS which may result in a preferred panel of suppliers.
- Investigate the economics of Own and Lease operating models to assess the cost effectiveness of the solutions.
- Avoid costly network capital costs and operating costs in relation to rural remote HV lines with low customer density.
- Establish a working relationship with suppliers that meet the new regulatory framework (to be determined) under the national and jurisdictional requirements.

## **2 Description of Network Need**

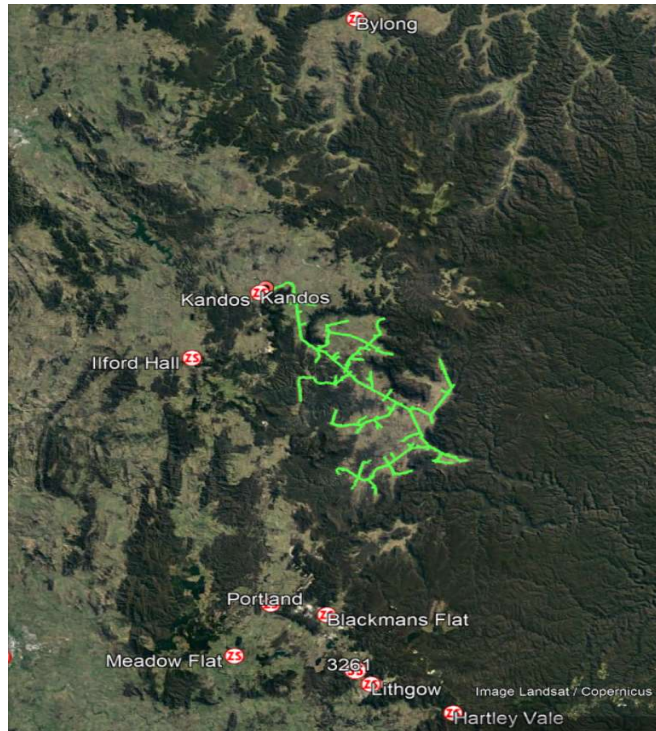
### **2.1 Description of Network Supply Area**

The location of the proposed SAPS is situated within the bright green HV mains as identified in Figure1. At this stage, the exact location of the customer will not be revealed other than to say that the approximate location is provided below. This diagram is sufficient to convey the degree of remoteness of the location from Sydney.

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## Figure 1 – Network Supply Area from the Kandos ZS

Note: Customer locations are not provided in the RFP and will be provided upon execution of a non-disclosure agreement.



## 2.2 Description of the Stand Alone Power System Requirement

The SAPS will be required to provide the electricity demand and energy requirements for the two site locations, for the one customer, that are located approximately 700m apart (Site A and Site B). The system will be required to provide continuity of service and be equal to or exceed the current supply reliability for the locations.

Site A includes holiday accommodation that is available to the public for overnight rental. This has a variable occupancy rate, averaging 40% over the annual period.

Site B includes a dwelling that is permanently occupied.

There is land available in the vicinity of both locations which has good solar access and is feasible to host a SAPS system. Endeavour Energy will be responsible for securing arrangements for the land use for the SAPS.

**Table 1 –Site Descriptions**

| Site   | Description  |
|--------|--|
| Site A | Variable demand profile dependent upon commercial operation and occupancy of holiday cottage and cabins of holiday accommodation.<br><br>Approximately 700m north of Site B. |
| Site B | Regular demand profile of a resident.<br><br>Approximately 700m south of Site A.   |

### 3 Stand Alone Power Supply Requirements

#### 3.1 Standalone Power System Components

It is open to Respondents to provide a proposal and to identify the technical components of their offer, however in conducting the feasibility analysis, the following components and system requirements were identified:

- Solar PV arrays and inverters;
- Batteries and inverters;
- Diesel generation and fuel tank;
- Ground works and perimeter fencing;
- Energy System monitoring capable of remote control and observation.

The sizing of the components and the operating modes will be required to meet the energy and demand requirements at the location. Respondents should detail the methodology used to determine the sizing of system components.

Assumptions made on summer and winter solar resource availability and sizing of battery storage will be required. The sizing and refuelling requirements for any diesel generation will be required.

#### 3.2 Energy Data

Meeting the demand and energy requirements for the two sites will be a key requirement for the system. We have provided quarterly energy (kWhr) quantities for the sites.

It is important that the SAPS provide a reasonable margin of reserve above these quantities to ensure service continuity. Endeavour will be seeking an agreement with the customer to reasonably maintain demand at the existing levels at the site, however scalable solutions for energy and demand will be encouraged to ensure network support and service continuity that accounts for potential future increases in consumption.

Table 2 below shows the monthly energy consumption of both sites.

**Table 2 – Quarterly Energy Read (kWhr) at the two sites and total**

| Meter Read Date  | Site A kWhr | Site A kWhr per day | Site B kWhr | Site B kWhr per day | Total kWhr | Total kWhr per day |
|------------------|-------------|---------------------|-------------|---------------------|------------|--------------------|
| 25 February 2020 | 2,570       | 28                  | 464         | 5                   | 3,034      | 33                 |
| 26 November 2019 | 2,513       | 28                  | 1,129       | 13                  | 3,642      | 41                 |
| 29 August 2019   | 2,598       | 28                  | 1,237       | 13                  | 3,835      | 42                 |
| 29 May 2019      | 2,570       | 28                  | 1,223       | 13                  | 3,793      | 42                 |
| 27 Feb 2019      | 2,626       | 28                  | 1,250       | 13                  | 3,876      | 42                 |
| 26 Nov 2018      | 8,116       | 90                  | 1,210       | 13                  | 9,326      | 104                |
| 28 Aug 2018      | 1,242       | 14                  | 1,223       | 13                  | 2,465      | 27                 |
| 29 May 2018      | 1,296       | 14                  | 1,277       | 13                  | 2,573      | 27                 |
| 23 Feb 2018      | 1,242       | 14                  | 1,223       | 13                  | 2,465      | 27                 |
| 24 Nov 2017      | 1,038       | 11                  | 1,141       | 13                  | 2,179      | 24                 |
| 25 Aug 2017      | 1,201       | 14                  | 1,183       | 13                  | 2,384      | 27                 |

### 3.3 Load Profile Data

Available upon execution of a Non-Disclosure Agreement

### 3.4 Appliance Data

Available upon execution of a Non-Disclosure Agreement

### 3.5 Energy Efficiency and Demand Reducing Investigation

To ensure the cost effectiveness of proposals we are interested in ensuring that the SAPS system is as efficient as possible and the diesel generator and battery storage/Solar PV capacity is optimised such that the diesel generator usage is minimised. We encourage that energy efficiency and demand management is investigated. We will provide the customer's appliance data to assist, refer section 3.4. Proposals may include the following aspects:

- Replacing appliances with energy efficient models/alternatives;
- Selecting soft starters for motor driven appliances;
- Fuel substitution opportunities;
- Management or control systems that limit appliance usage below a peak demand level; or
- Timers on certain appliances.



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- Respondents are encouraged to describe how energy efficiency and demand reduction at the customer's premises can be achieved to ensure cost effective SAPS sizing.

### **3.6 Location and Site Requirements**

A feasibility analysis has determined that a ground mounted system for the SAPS will be required. This is due to the buildings not being appropriate for rooftop solar systems. Given the 700m distance between the sites, proposals should determine whether a single SAPS or two independent SAPS are required. After execution of the non-disclosure agreement, we will provide more information on the location.

If proposals are based on a single SAPS then Endeavour will arrange for LV reticulation between the customer sites and proposals are not required to include this cost, however the proposal should identify any issues with regards to the distance between the two sites and how their proposal will cater for them.

### **3.7 Stand Alone Power Supply Operational Requirements**

For both Own and Lease operating model proposals, each proposal will be required to describe the operation of the SAPS and how the following requirements will be met:

- Fuel storage and re-fuelling of the system;
- Remote monitoring and control of the system to allow for off-site observation and control to ensure service continuity to the remote location;
- Monitoring of key SAPS aspects: battery state of charge, voltage level, energy production from the solar system, fuel tank levels;
- Site visits and access required for the on-going operation and maintenance of the system;
- Service requirements of system components;
- Recording of SAPS supply reliability performance;
- Customer support provided by the proponent;
- Ensuring all site safety and environment aspects will be covered by the operation of the SAPS.

Due to the current immaturity of the market in contracting for SAPS and SAPS services, we encourage Respondents to describe the operational features of their proposal, particularly features that relate to the customer in terms of improved service and to Endeavour Energy in the safe, secure and reliable delivery of electricity.

### **3.8 Stand Alone Power Supply Project Delivery Requirements**

We encourage Respondents to describe the method and way in which their proposal will be delivered. For both Own and Lease operating proposals we have provided an outline of the broad delivery requirements we envisage.

### 3.8.1 Design of the SAPS

Respondents will be required to provide a design for their SAPS including the identification and sizing of all components.

The following aspects should also be included (without limitation):

- Perimeter fencing for public safety;
- Diesel fuel tank requirements, including spillage catchment;
- Vehicle access for re-fuelling and equipment maintenance;
- Local environment weather conditions and assumptions
- Contingency plans for the modification of the design should it be insufficient in the operation of the SAPS.

Please note that Endeavour Energy will perform the Environmental Assessment.

If the proponent uses commercially available software to design the SAPS, we would appreciate details on this to be included in proposals.

### 3.8.2 Installation of the SAPS

Respondents are encouraged to provide details of the delivery plan for the SAPS including a timeline showing key tasks, their dependencies and relation between tasks.

Respondents are encouraged to provide detailed descriptions of the following SAPS installation aspects:

- Site access requirements (work hours, vehicle access, temporary power supplies for hand tools);
- Sourcing of SAPS components and whether the components are presently available in Australia or require delivery from overseas;
- Possible impacts on the customer during the installation of the SAPS
- Testing and Commissioning processes to ensure service continuity to the customer.

### 3.8.3 Operation and maintenance contract

Respondents are encouraged to provide a term period support agreement including 24/7 customer support as part of the submission.

Below is a list of the inclusions suggested in the operating and maintenance contract:

- 24/7 customer support to ensure customer satisfaction in the SAPS (customer satisfaction survey may be conducted and performance indicators may be used);
- Attendance to the site on notification of component issues within 4 hours (or as agreed);
- Equipment repair or replacement within 24 hours (or as agreed);
- Remote monitoring of all SAPS components including energy production quantities and fuel levels;
- Secure contract for fuel supply to the remote location
- Automatic scheduling of refuelling when fuel level reaches a predetermined level;
- Term duration and options to extend.

Respondents are encouraged to provide any standard terms for operating and maintenance that they may have developed. Endeavour Energy does not currently have an operating and maintenance contract for SAPS.

### 3.8.4 Transitioning to the New Regulatory Framework

The national SAPS regulatory framework is currently being developed and is not yet finalised, we intend for the services provided under this tender to transition to the new SAPS framework, Respondents are encouraged to indicate how their offer and any contract agreed would be transitioned to any new SAPS Framework and the requirements under any new framework. We intend to modify any contract to incorporate any new SAPS framework as they occur and on a no disadvantage basis to contract supplier of SAPS under this RFP.

The AEMC is amending the NER to introduce new operational arrangement for both the Network and Retail business to deliver SAPS solutions to customer. The arrangement initially set-up as part of the tender may need to be amended to take into account the new Rules.

Respondents are requested to indicate their ability to amend to service delivery to account for the new Rules for both the Own and Lease operating models.

## 4 Proposal Structures and Scope of Services

### 4.1 Viable Proposal Structures for Installation

Your submissions may include one or both of the following proposal structures in the provision of a network support service:

- **Buy:** Endeavour (or its nominee) would purchase the assets and pay for the installation services;
- **Lease:** Endeavour would pay an ongoing lease for the SAPS.

Both structures are expected to include the provision of a period operating and maintenance agreement of between 3 to 5 years duration with options to extend the term at Endeavour Energy's discretion.

### 4.2 Scope of Services

The RFP is seeking the installation or leasing of a SAPS system covering the provision of the following:

- Design, supply, installation, commissioning, operation and maintenance of the SAPS;
- Leasing agreement for the SAPS;
- Operation and Maintenance of the installed unit(s) for an agreed period (e.g. 3 years duration with option to extend)
- Secure contract for fuel supply to the remote location;
- Inspection, testing and preventative maintenance of the SAPS system(s);
- Remote monitoring of the SAPS system(s);
- Perimeter fencing for public safety;
- Ability to respond to faults within an agreed timeframe.
- Customer service schedule.

Please note that any LV mains construction required between the sites and any pre-requisite Environmental Assessment will be undertaken by Endeavour Energy.

Respondents should describe the specific services they offer in their proposal and which services relate to either an Own or Lease operating model.

## 5 Request for Proposal (RFP)

### 5.1 Lodgement Details

|  |  |  |
|--|--|--|
| <b>Method of submission</b>  | Tenders must be lodged electronically to the company's electronic tendering portal <a href="https://www.tenderlink.com/endeavourenergy/">https://www.tenderlink.com/endeavourenergy/</a> no later than the Closing Date. |  |
| <b>Cut off date for additional data subject to non-disclosure agreement (optional – refer section 5.9)</b> | <b>Date:</b>   | 1 May 2020   |
| <b>Closing date &amp; time for submission of quotations ('Closing Date')</b>                               | <b>Date:</b>   | 29 May 2020  |
|  | <b>Time:</b>   | 5:00 pm  |
| <b>RFP Contact Person</b>  | <b>Name:</b>   | Racquel Parto  |
|  | <b>Email:</b>  | <a href="mailto:racquel.parto@endeavourenergy.com.au">racquel.parto@endeavourenergy.com.au</a> |

### 5.2 Responding to this RFP

The Respondent must direct all communications related to this RFP through the RFP contact person above. Unauthorised communication with employees of the company will lead to disqualification of the proposal.

Respondents must submit their proposal electronically in accordance with the Method of submission in Section 5.3 in Microsoft Office, Adobe Acrobat (PDF) or as prescribed by no later than the Closing Date.

Lodgement of a proposal on this form indicates acceptance of the terms and conditions of the RFP and authorises the Company to make inquiries to determine the financial and technical capabilities of the Respondent.

### 5.3 Submission Requirements

Endeavour Energy is inviting interested parties to submit a written **proposal document** as detailed in section 5 by **29 May 2020**. Responses should demonstrate an ability to meet the aims of the requirement as well as:

- Contact details of the company or person making the submission;
- Demonstration that respondents have the capability and capacity to deliver the SAPS services; such as information on the background to the company, key personnel and their previous experience and previous track record of work in the delivery of SAPS solutions;
- Details of the technology, equipment or service that will provide the required supply to the two sites;

- Specification of SAPS equipment to be provided (as detailed in Section 3) as well as details of the SAPS components. Any additional supporting information is welcomed.
- Time required to design, install and commission the SAPS,.
- Details of the operation and maintenance agreement as detailed in section 3.
- The proposed method to monitoring the SAPS components including the metering the outputs/inputs of each component;
- Costing details of the design, installation and commissioning of the SAPS and the operation and maintenance agreement.
- Cost details and conditions for any leasing agreement proposed.

#### 5.4 Evaluation Criteria

Endeavour Energy will evaluate the proposals, for both Own and Lease operating models, received by this RFP, based on evaluation against the following criteria:

- Quality and technical merit of submission in respect of energy and demand requirements;
- Timeline for design and implementation of the solution;
- Capability and Experience in delivering a SAPS solution;
- Cost effectiveness of the solution including operating and maintenance compared to a traditional network option;
- Capability and Experience in customer support and high customer service levels and satisfaction;
- Component equipment quality and reliability;
- Capability and Experience in the safe and environmentally compliant delivery of SAPS;
- Equipment quality and reliability;
- Ability to deliver the solution at the remote location and project management methodology to support high quality and timely delivery of the solution.
- Potential participation in future SAPS initiatives.

Respondents may be invited to further discussions with Endeavour Energy as part of the evaluation process. Endeavour may also request further information on pricing and may request that a pricing schedule be completed to support the evaluation of competing proposals.

#### 5.5 Supplier Information

Endeavour Energy is committed to engaging suppliers that align with its values and meet high standards of capability, performance, quality, work health and safety, risk and environmental management. To this end, we have a programme in place to assess suppliers for their eligibility to supply us with goods and services.

This Supplier Evaluation Questionnaire (SEQ) forms part of our supplier assessment process and must be completed by suppliers and prospective suppliers and submitted with their offer.

All information provided in the completed SEQ will remain confidential and the outcome will be made available to Endeavour Energy's employees only. The outcome of the assessment process will be determined from information supplied and from information available in the public domain.

Please submit your completed Endeavour SEQ with your RFP submission via Tenderlink.

## 5.6 Work, Health, Safety and Environment (WHS&E) Requirements

The management of WHS&E requirements and risks associated with the implementation of the proposed solution are the responsibility of the supplier.

## 5.7 Contractual Terms and Conditions

Tenderers should note that the Supply Agreement attached to this RFP is an indicative draft only, and the company may in its sole discretion alter the Agreement and any other contractual document which forms the basis of any actual negotiations with any Tenderer. Such alterations may be made prior to or during negotiations with such Tenderer.

Please submit any amendments to the Supply Agreement on the attached Form (Ref. Departures List) limiting the number of amendments to no greater than 10 (by order of priority).

## 5.8 Schedule and Key Dates

The estimated timeline of key milestones for this project are as per Table 4.

Table 4 – Key project milestones

| # | Activity  | Date             |
|---|---|------------------|
| 1 | RFP release   | 17 April 2020    |
| 2 | NDA response – time limitation for additional information to be made available to tenderers | 1 May 2020       |
| 3 | RFP responses due   | 5pm, 29 May 2020 |
| 4 | Award recommendation  | June 2020        |
| 5 | Contract execution  | July 2020        |

## 5.9 Data

This RFP contains the majority of data required for a respondent to make a submission. Additional information will be provided on the execution of a Non-Disclosure Agreement which includes:

- Electricity demand data for the sites (in 30 minute intervals) covering periods of both Winter and Summer ;
- Appliance data for the customers installations;
- Occupancy rates of the cabins/homestead;
- Site location information; and
- Other respondent requested information if available.

## 6 General Conditions of Tender

### 6.1 Invitation to treat and acceptance of offers

This RFP is an invitation to Tenderers to make offers to the company. It will not be construed, interpreted or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, quasi-contractual, restitutionary or other grounds for claims by any Tenderer.

### 6.2 Subject to formal written Contract

Subject to the terms and conditions of this RFP, and subject to paragraph (b) of this clause 6.2, no binding contract or other understanding (including, without limitation, quasi-contractual rights, promissory estoppel, or rights with a similar legal basis) will exist between any the company and a Tenderer unless and until a formal written contract is executed by both parties.

### 6.3 Other company rights

The company may, in its sole discretion and at any stage of the RFP process, do all or any of the following:

- i.* require additional information from any Tenderer;
- ii.* change the structure of the RFP process;
- iii.* terminate further participation in the RFP process by any Tenderer for any reason, regardless of whether the Tender submitted conforms with the requirements in this RFP;
- iv.* terminate any negotiations being conducted at any time with any Tenderer for any reason;
- v.* negotiate with one or more Tenderers and enter into an agreement without prior notice to any other Tenderer;
- vi.* change the scope of the Services or other requirements of this RFP;
- vii.* vary, amend (including by replacement) or terminate the RFP process;
- viii.* consider any non-conforming or late Tender; and/or
- ix.* consider Tenders submitted by two or more Tenderers on a 'consortium' basis or similar (provided that one party must undertake the role of prime contractor).

Any time or date in this RFP is for the sole convenience of the company. The establishment of a time or date in this RFP does not create an obligation on the part of the company to take any action or any right in any Tenderer that any action be taken on the date established. The company may vary any time or date in this RFP in its sole discretion.

The company may in its sole discretion elect to notify or not to notify affected Tenderers if it does any of the above but will not be obliged to provide any reasons for its actions.

### 6.4 Responsibility for tendering costs

Participation in any stage of this Tender process, or in relation to any matter concerning the RFP, will be at the Tenderers sole risk, cost and expense. The company will not be responsible in any circumstance for any costs or expenses incurred by any Tenderer in preparing or lodging a Tender or in taking part in the Tender process or taking any action related to the Tender process.

## 6.5 Information provided

This RFP contains statements derived from information which is believed to be reliable at the date obtained but does not purport to provide all of the information which may be necessary or desirable to enable any organisation to determine whether or not to submit a Tender or enter into a Contract or arrangement with the company in relation to the Goods/Services; and

None of the company nor any of their respective officers, employees, agents, contractors or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP. None of the company nor any of their respective officers, employees, agents, contractors or advisers has carried out or will carry out an independent audit or verification exercise in relation to any part of this RFP (including any information to which reference is made).

## 6.6 No reliance

Tenderers must form independent judgements about any information and performance or other figures in this RFP and make their own enquiries. None of the company nor any of their respective officers, employees, agents, contractors or advisers has any liability to any person who acts or fails to act in reliance on any information or figures in this RFP; and

the Tenderer acknowledges that it has not relied on any other information not contained in this RFP (including without limitation any expression of interest or similar document in relation to the Services).

## 6.7 Confidential information

This RFP and any other information provided by the company during the RFP process is confidential information of the company. Tenderers must not disclose the contents of this RFP or any other information provided by the company during the RFP process, supply any information, make any statement or otherwise issue any document to any third party concerning this RFP, whether for publication or transmission in any form or otherwise, without the prior written consent of the company.

The company will treat all Tenders and any supporting material provided with Tenders as confidential information and will not disclose their contents to any third party except those employees, agents and advisers of the company who have a need to know and access the confidential information for the purposes of evaluation of Tenders, negotiation of a Contract with any Tenderer and for any purposes reasonably ancillary to any products or services provided to the company by the Tenderer.

If there is any inconsistency between the terms of any other confidentiality agreement between any of the company and a Tenderer and this section 6.7, the terms of this section 6.7 will prevail to the extent of any inconsistency except where such other confidentiality agreement expressly states that it is to apply notwithstanding the terms of this RFP.

## 6.8 Compliance with the Code of Conduct and Statement of Business Ethics

All Tenderers must comply with the Code of Conduct and the Statement of Business Ethics of the company (copies of which can be downloaded from [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au) in relation to this RFP and any Contract that the Tenderer may enter into with the company arising out of this RFP.



## 6.9 Applicable law

The laws applying in the State of New South Wales apply to this RFP, the Services and the Tender process. Each Tenderer must comply with all relevant laws and each Tenderer submits to the non-exclusive jurisdiction the courts exercising jurisdiction in New South Wales.

## 7 RFP Response

Respondents are to provide a **proposal document** covering the requirements of section 5.3 as well as the specific details below:

### a) Conflict of Interest

Please state any circumstances, arrangements, understandings or relationships which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with your obligations regarding the preparation of this quotation or supply of the goods and/or services subject to this RFP. If no conflicts exist, please state 'There are no conflicts of interest to declare'.

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### b) Respondent Information and Representations and Warranties

|                  |   |         |   |
|------------------|---|---------|---|
| Respondent Name: |   | ABN:    |   |
| Address:         |   |         |   |
| Contact Numbers  | Work:   | Mobile: | Fax:  |
| Email Address:   |   |         |   |
| I                | _____ (print name)  |         | the undersigned represent and warrant that: |
| (a)              | I have complied with your Terms and Conditions of Tender;   |         |   |
| (b)              | I have complied with your <a href="#">Statement of Business Ethics</a> and the company <a href="#">Code of Conduct</a> in preparing this quotation;   |         |   |
| (c)              | Understand that if we are engaged by the company to provide the Goods and/or Services we will: <ul style="list-style-type: none"> <li>• comply with the company's policies and procedures we are notified about, including the Alcohol and Other Drugs procedure;</li> <li>• will hold and maintain relevant insurance cover for Workers Compensation, Public Liability and Professional Indemnity, with a reputable insurer; and</li> <li>• abide by all legislation as applicable.</li> </ul> |         |   |
| (b)              | I have declared any conflicts of interest in accordance with Section 5.9a above;  |         |   |
| (c)              | I am authorised to sign on behalf of the Respondent.  |         |   |
| Signature:       |   | Date:   |   |

●  
●  
●  
●  
●  
●

c) **Pricing**

All pricing is to be provided on a GST exclusive basis in Australian dollars and the offer is to be valid for a period of 180 days after the Closing Date.

For leasing based proposals, please provide the term of the proposed lease (years) and the annual lease fee. Also, please provide the inclusions and exclusions from the proposed lease.

Please provide a price for the design, install and commission the SAPS, including details of the operation and maintenance agreement. The operation and maintenance agreement may be split into pricing for:

- Monitoring;
- Refuelling;
- Provision of the 24/7 customer support;
- Call out schedule pricing;
- Routine maintenance pricing;
- Labour costs for repair work;
- Any other aspects applicable to the proposal.

d) **Variations, assumptions or exclusions**

Submit any relevant variations, assumptions or exclusions in the proposal document.

e) **Respondent Agreement**

I am authorised to provide this quotation on behalf of my organisation and confirm it is valid for 180 days from the date below

|                                    |              |
|------------------------------------|--------------|
| <b>Respondent Name:</b>            | <b>ABN:</b>  |
| <b>Respondent Contact's Name:</b>  |              |
| <b>Respondent Contact's Title:</b> |              |
| <b>Signature:</b>                  | <b>Date:</b> |

**Produced by Asset Planning and Performance Branch**

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