

**Standing Offer/Preferred Supplier Arrangement
Building and Maintenance Works**



INVITATION TO TENDER

Tender Description: Air Conditioning Service & Maintenance Agreement

Enquires Contact: Group Financial Controller – Melanie McClave
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Commercial in Confidence

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The Jewellery Group Pty Limited

GPO Box 976, ADELAIDE SA 5001 ■ Ph 08 8228 4557 ■ Fax 08 8232 7520 ■ ABN 25 124 077 729 ■ ACN 124 077 729

The Jewellery Group hereby invites offers for the Provision of **Air Conditioning Service and Maintenance Agreement** works under a contract for rates and material for a period of 12 months with an option to extend for a further period of 12 months exercisable at the companies discretion.

The extent of the work required to be performed shall include **Periodic maintenance, service, repairs and new installations**. The company shall not be under any obligation to purchase any specific value of services during the duration of the contract and reserves the right to enter into separate special purpose contracts with the appointed supplier or other suppliers. If the supplier cannot complete the provision of supply or services required under the terms of this agreement within a reasonable time, the company reserves the right to source the goods or services from another provider. The estimated annual spend on this contract is between \$200,000 - \$250,000 nationally.

Suppliers capable of performing the required work should provide submissions on the attached Tender Forms by post or email to:

The Jewellery Group Ltd
Property Tenders Department
GPO Box 976
Adelaide
SA 5001

Or

belinda.sanderson@zamels.com.au

On or before **28th February 2010**

All responses received will be considered as a Standing Offer and a preferred supplier, although please note that more than one preferred supplier may be appointed. This will be based on the assessment of

the evaluation criteria (including supply cover, capability, available services, standard of service and cost of offers).

The company reserves the right to accept the whole or any portion of any offer. The lowest offer need not necessarily be accepted. The company may accept the offer or offers that in view of all the criteria appears to it to be the most advantageous.

Rise and fall is not applicable to this contract. Tenderers must provide a firm pricing concept for the first 12 months of the contract and any conditions applicable to rise and fall that may apply after the first 12 months shall be clearly stated in the submission.

In submitting an offer the Tenderer acknowledges that he has carefully read and examined the offer documents and has resolved any doubts and that he has adequately informed himself regarding all conditions and matters relating to the offer and relies upon his own examination and investigations as to the description, extent and location of the work to be performed and all local and general conditions which may affect performance of the contract. The company shall not be liable for any claim on the grounds of insufficient information.

The material and workmanship delivered under this contract shall be of a quality that complies with the relevant Australian Standard (where applicable) and Technical Specifications, and any items not complying shall, be replaced to the satisfaction of the company, at the suppliers expense. Where there is no Australian Standard, the latest relevant ISO publication will apply.

Tenderers are required to comply with the provisions of all Acts of Parliament of the Commonwealth of Australia, all relevant State Regulations and Codes of Practices, and relevant Australian Standards referred to in regard to any goods offered or service rendered under this tender. All laws and regulations dealing with safety of workers in particular, the Workplace Health and Safety Act 1995, shall be rigorously obeyed.

The Supplier is to supply as part of their submission evidence of or provide an undertaking to have the following current insurance covers throughout the term of the Contract: -

- Public Liability Insurance with a minimum cover of \$5million;
and,
- Work Cover as per the relevant state statutory requirements

As a condition of this contract, The Jewellery Group requires that any Supplier engaged to perform a service will at all times identify and exercise all necessary precautions for WH&S of all persons who may be affected by the services.

The Supplier has an obligation under the WH&S Act 1995 to provide a safe place and a safe system of work so as not to place at risk the Supplier's own employees as well as other workers and the general public at the workplace. The Supplier must comply with all relevant enactments, associated WH&S Regulation Standards, Codes of Practice and The Jewellery Groups WH&S policies and procedures which are in any way applicable to this contract, for the performance of the services under this contract.

The Supplier shall not make any delivery/service unless he is in possession of a valid work order from The Jewellery Group, or has been given a verbal confirmation of a work order number in the absence of the actual issue of the work order. Works/Delivery dockets must be signed by our employees and accompany the invoice. Invoices must contain details of the store attended and reference the works order number.

Suppliers may tender for national supply, state supply or regional supply. A full list of all store locations are enclosed in appendix A.

Regards,

Melanie McClave
Group Financial Controller
7th January 2010

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