

TENDER NO. 2.2022.23

PROVISION OF SUPERMARKET REFRIGERATION

TENDERS CLOSE 4.00pm FRIDAY 6TH JANUARY 2022

TENDERS WILL NOT BE ACCEPTED BY FACSIMILE

Please note: Any Tender will not necessarily be accepted.

CHIEF EXECUTIVE OFFICER SHIRE OF BRUCE ROCK PO BOX 113 BRUCE ROCK WA 6418

Email: ceo@brucerock.wa.gov.au

Table of Contents

1	OVE	RVIEW	3
2	OBJ	ECTIVE	3
3	sco	PE	3
4		TION A – INSTRUCTIONS TO RESPONDENTS	_
•			
	4.1 4.2	RFT QUESTIONS AND CLARIFICATIONS	
	4.2.1		
	4.2.2	- · · · 9 · · · ·	
	4.2.3		
	4.2.4	The state of the s	
	4.2.5	Financial Information	6
	4.2.6	References	6
	4.2.7	·	
	4.2.8		
	4.2.9		
	4.3	NOTIFICATION OF AWARD	
	4.4	TREATMENT OF INFORMATION	/
5	SEC	TION B - GENERAL REQUIREMENTS	8
	5.1	REFRIGERATION PLANT	8
	5.2	STAGING OF WORKS	
	5.3	BUILDING CONTRACTOR' WORKS (FOR INFORMATION ONLY, NOT IN TENDER)	
	5.3.1	,	
	5.3.2	3	
	5.3.3		
	5.3.4		
	5.4 5.5	APPENDIX A – REFRIGERATION LAYOUT DRAWINGS	
	5.6	APPENDIX C – BRUCE ROCK SUPERMARKET CONSTRUCTION PROGRAM	
6	DEF	INITIONS & TERMS OF RFT	12
	6.1	DEFINITIONS	12
	6.2	TERMS OF THIS RFT	13
7	APP	ENDICES	19
	7.1	APPENDIX A: REFRIGERATION LAYOUT DRAWING	19
	7.2	APPENDIX B: REFRIGERATION PRODUCT SPECIFICATION	
	7.3	APPENDIX C: BRUCE ROCK SUPERMARKET CONSTRUCTION PROGRAM	

1 Overview

The Shire of Bruce Rock is located 241kms from Perth and covers an area of 2,772 sq.km in the heart of the Wheatbelt of Western Australia. The Shire has a population of approximately 930, and primary businesses are wheat and other cereals, steel fabrication, livestock and agricultural support industries. There are also many other small business opportunities within the town, and the Council has a very proactive and innovative approach to community and growth in the Shire, encapsulated in the Shire's belief in "Where Friends Become Family".

To complement this forward thinking and progressive approach, the Shire of Bruce Rock has undertaken to construct and fit out a new Supermarket, to replace the districts previous facility, which was destroyed by fire, to support and promote sustainable local economic development. To ensure this is successful the Shire is now seeking a supermarket refrigeration supplier capable of delivering and installing the new Supermarkets shelving and display requirements.

2 Objective

This Request for Tender (RFT) document describes the Shire's supermarket refrigeration supply requirements.

The Respondent is expected to review all requirements set out in the RFT documentation and demonstrate that they possess the necessary attributes to deliver upon the requirements, if needed by the Shire.

After reviewing submissions to this RFT, the Shire is seeking to appoint a suitably qualified and experienced supermarket refrigeration Supplier to which a single contract will be awarded.

The Shire reserves the right to cancel the RFT should a suitable applicant not be found.

The Shire of Bruce Rock has nominated Architect, Rosalie Pech Eva, at Office of Regional Architecture, email admin@regionalarchitecture.com.au as the primary RFT contact.

3 Scope

The RFT consists of the following documents:

- This RFT document
 - Section A Instructions to Respondents
 - Section B General Requirements
- Attachment 1 Definitions
- Attachment 2 Terms of this RFT

The Shire encourages respondents to submit a single proposal covering all supermarket refrigeration categories.

The Scope of this is RFT is such that the Shire intends to enter into a contractual agreement with a suitable supermarket refrigeration supplier to provide the supermarket refrigeration detailed in this RFT, to be supplied and installed within the building contract program timeframe.

4 Section A – Instructions to Respondents

Every Tender shall be emailed or enclosed in a sealed envelope marked on the outside "TENDER NO. 2.2022.23 – PROVISION OF SUPERMARKET REFRIGERATION and addressed to:

Chief Executive Officer

Shire of Bruce Rock

PO Box 113

BRUCE ROCK WA 6418

Email: ceo@brucerock.wa.gov.au

Tenders are to be emailed or placed in the Tender Box located in the Shire Office at 54 Johnson Street, and all Tenders received will be opened before those present at the closing date and time. The Shire reserves the right to accept no Tender. Tenders sent by facsimile will NOT be accepted.

By submitting a Tender, Respondents acknowledge and accept that they are bound by the terms and conditions set out in the RFT Documentation.

Respondents must not:

- contact any Shire personnel or affiliate other than the nominated contact in relation to this RFT;
- make any public announcements or statements regarding this RFT or any information contained within the RFT Documentation; or
- communicate with other Respondents or other companies operating in the supermarket refrigeration supply industry about this RFT or any information contained within the RFT documentation, for the purposes of restricting competition.

Each Tender must be signed by a person, or people, duly authorised to bind the Respondent to contracts.

All financial information submitted by the Respondent will be used for evaluation purposes only and will be held in the strictest confidence.

4.1 RFT Questions and Clarifications

The Shire reserves the right to share questions and responses provided across all Respondents, if it believes it is necessary to do so in the interest of competitiveness. The source of the question or clarification will not be identified.

Any oral communication will be considered unofficial and non-binding regarding this RFT and the subsequent Award of Contract(s).

4.2 RFT Response Format

Respondents must address all information specified in the RFT and demonstrate how they would have the capability to deliver upon the supermarket refrigeration categories outlined in this RFT.

The Shire reserves the right to verify any information contained in the Respondent's submission and to request additional information after the Tender has been received.

Marketing brochures included as attachments to the main body of the Tender response will be reviewed, if they are considered relevant by the Shire, but may be discarded. Such material must not be used as a substitute for written responses. In case of any conflict between the content in any such attachments and a Respondent's answers in the body of a submission, the latter will prevail.

4.2.1 Covering Letter

Submissions must be accompanied by a covering letter signed by an individual authorised to bind the Respondent.

The cover letter shall include the RFT Title, Respondent's Business Name, and ABN / ACN.

4.2.2 Respondent's Profile and Demographics

Respondents must provide a statement giving a brief history of the Respondent's company, how it is organised, and how its available products and resources will be used to meet the Shire's requirements. The Respondent shall submit the following information:

- The company's official name and address. The Respondent shall also indicate what type of entity it is, for example, a corporation or a partnership.
- The name, address and telephone number of the person who receives correspondence and is authorised to make decisions or represent the Respondent. Please state his or her capacity within the company.
- The total number of years the company has been in business and, if applicable, the number of years under the present business name.
- The number of years the Respondent has been providing the services offered as part of this RFT.
- A description of the Respondent's operations: facilities, business and objectives, and the number of employees.

4.2.3 Technical Response

Respondents are required to provide a Submission covering their product supply and specification, and installation capabilities.

Respondents must clearly outline any supermarket refrigeration they would be unable to provide, and any variation in the refrigeration they can provide, where it differs from the Specification.

The Shire expects that manufacture, supply, freight, assembly and installation for all supermarket refrigeration requirements are considered and included.

The Shire expects coordination of the works with the head contractor as outlined in the tender documents.

Respondents should provide a brief implementation plan to detail the process and timeframes being applied to supply and installation of the supermarket refrigeration, in line with the building contract timeframes, and so that supply chain delays will be minimised.

Responses should address points as directly and factually as possible, giving due consideration to the supermarket refrigeration knowledge of assessment panel members. Lengthy narratives and technical jargon and abbreviations should be avoided.

The Shire reserves the right to amend, vary or cancel this RFT at any time prior to a signing a contract with a successful Respondent.

The Shire is not responsible for any costs incurred by a Respondent in the preparation of a response to this RFT.

4.2.4 Pricing

Respondents should provide a fully itemised lump sum price for the whole of the manufacture, supply, delivery, assembly and installation of the required supermarket refrigeration elements, clearly identifying the respective cost of each component, including margins, freight, and installation.

If the Respondent foresees any costs outside of the nominated components included in the RFT then these should also be identified as part of the tendered price.

The Respondent should note wherever any of the nominated components nominated in the RFT will not form part of their standard price; these exclusions will be reviewed as part of the consideration process.

4.2.5 Financial Information

The Shire reserves the right to request audited financial statements, to purchase credit reports and obtain any other financial information it deems necessary to confirm the Respondents ability to remain financially viable throughout the contract.

4.2.6 References

The Respondent should provide details of at least two customers for reference. References should be for customers with requirements similar to those of the Shire.

References should include high-level information about the contract (such as specific products in use, date of contract execution, handover date and any services provided), as well as contact information for the customer's project manager or other senior staff members who are familiar with the contract.

The Shire reserves the right to contact these references and to discuss the customer's level of satisfaction with the Respondent and its services.

4.2.7 Response Submission

The Shire must receive submissions prior to 16:00 on Friday 6th January 2023 for them to be considered for assessment. Submissions must be as a whole and in writing – part submissions will not be accepted.

4.2.8 Preliminary Examination

The Shire will examine all Submissions received to determine whether they are compliant – by evaluating, among other things, whether they are complete, whether the documents have been properly executed and are generally in order. The Shire may at this time eliminate obvious mismatches with regard to technical, legal or commercial requirements.

4.2.9 Evaluation Process

The evaluation process is as follows:

- 1. All submissions will be reviewed to confirm if a compliant Submission has been received. Non-compliant Submissions will be removed from evaluation. All compliant Submissions will then be evaluated.
- 2. The nominated panel will evaluate the compliant Submissions based on evaluation criteria. The evaluation criteria are based on business priorities and are outlined below.

3. The RFT facilitator will then collate the results and any clarification questions from each panel member.

The Shire's evaluation criteria are as follows:

- Company Information (5%)
- Local Government Experience (10%)
- Technical Response
 - Supermarket refrigeration component specification as listed herein or equivalent approved with variations from specification notified(40%)
- Service Levels, Terms and Conditions and Exclusions (10%)
- Pricing (35%)

After completing the evaluation phase of the RFT Process, the Shire may enter into component specification and financial negotiations with Preferred Respondents. The final selection will be based on the satisfactory outcome of these negotiations, including the development of any requirements that will need to be addressed in the final agreement.

Finally, successful and unsuccessful notifications will be sent to all respondent informing them of the outcomes. A contract for the delivery of services will be entered into with the successful respondent.

4.3 Notification of Award

It is the Shire's preference to award to a single supplier where possible.

After the contract has been awarded, the Shire will notify unsuccessful respondents.

4.4 Treatment of Information

All information about the Shire of Bruce Rock provided during the RFT process shall remain confidential, and respondents must not release or disclose it, or allow or permit it to be released or otherwise disclosed, without the express, written permission of Shire of Bruce Rock.

5 Section B - General Requirements

5.1 Refrigeration Plant

The following plant and equipment to be supplied per Product Specification attached Appendix B, or similar approved with variations from Specification notified, and installed per the Refrigeration Layout Drawing attached Appendix A.

System 1: 10 door freezer showcase

One (1) 5HP low temperature R404a PattonPak model PSF500 SP condensing unit to operate the 10 door freezer showcase. The unit will be complete with a semi-hermetic compressor, weather-proof panels, HP/LP controls, crankcase heater, oil separator, liquor receiver, liquid line drier and sight glass, suction accumulator, and fully wired electrical box. Embelton rubber vibration mounts to be supplied and fitted underneath.
 Unit capacity: 3.6kW @ -29°C SST, 45°C ambient, 47.9°C SCT, 0K subcooling/20K superheat

Unit dimensions: L1322mm, W990mm, H1150mm, weight 205kgs, noise level: 62dB(A) @ 3m distance.

System 2: Frozen Food Room

One (1) 7.5HP low temperature R404a PattonPak model PSF750 SP condensing unit to operate the frozen food room. The unit will be complete with a semi-hermetic compressor, weather-proof panels, HP/LP controls, crankcase heater, oil separator, liquor receiver, liquid line drier and sight glass, suction accumulator, and fully wired electrical box. Embelton rubber vibration mounts to be supplied and fitted underneath.
 Unit capacity: 5.8kW @ -28°C SST, 45°C ambient, 48.8°C SCT, 0K subcooling/20K superheat

Unit dimensions: L1322mm, W990mm, H1150mm, weight 290kgs, noise level: 63dB(A) @ 3m distance

1 x Patton model PL80 evaporator to be installed in the freezer room. Evaporator operating at 4.5KTD.

System 3: Fresh Produce (3a) and Dairy Coolrooms (3b)

 One (1) 8HP medium temperature R134a PattonPak model PSF800 SP condensing unit to operate the fresh produce and dairy display coolrooms. The unit will be complete with a semi-hermetic compressor with 50% unloader solenoid, weather-proof panels, HP/LP controls, crankcase heater, oil separator, liquor receiver, liquid line drier and sight glass, suction accumulator, and fully wired electrical box. Embelton rubber vibration mounts to be supplied and fitted underneath.

Unit capacity: 11.9kW @ -4°C SST, 45°C ambient, 50.2°C SCT, 0K subcooling/20K superheat

Unit dimensions: L1762mm, W990mm, H1150mm, weight 290kgs, noise level: 64dB(A) @ 3m distance.

1 x Patton model PM80 evaporator to be installed in the fresh produce coolroom, model PM70 in dairy coolroom. Evaporators operating at 4.3KTD and 5.3KTD respectively.

System 4: 19.375m Glass Door Dairy Showcase

 One (1) 7.5HP medium temperature R134a PattonPak model PSF750 SP condensing unit to operate the 19.375m glass door dairy showcase. The unit will be complete with a semi-hermetic compressor, weather-proof panels, HP/LP controls, crankcase heater, oil separator, liquor receiver, liquid line drier and sight glass, suction accumulator, and fully wired electrical box. Embelton rubber vibration mounts to be supplied and fitted underneath.

Unit dimensions: L1322mm, W990mm, H1150mm, weight 290kgs, noise level: 63dB(A) @ 3m distance.

- Adequately sized refrigerant pipework to be installed between the plant and the refrigeration fixtures within the store. Nitrogen to be used during installation to ensure removal of any foreign particles or moisture from the installation process.
- 1 x Carel IR33 (or equivalent) controller to be supplied for each coolroom and each module of showcase to enable temperature/alarm function (with 1 x IR33 assigned to control the solenoid during system defrosting).
- 1 x solenoid valve and mechanical TX valve to be supplied and fitted to each coolroom, 1 x EPR (evaporator pressure regulator) valve to be fitted to the fresh produce coolroom.
- Coolroom internal lighting, dairy coolroom glass door lighting/anti-sweat heaters and freezer room door anti-sweat heaters to be supplied and installed by the refrigeration contractor.
- All coolrooms to be supplied with standard EPS-FR insulated panel (75mm for the coolrooms, 150mm for the freezer room) unless otherwise specified.

5.2 Staging of Works

The following information is provided as a guide for a typical refrigeration installation of this size, please refer to the Bruce Rock Supermarket Construction Program attached Appendix C:

- Any refrigeration works are to commence after the overhead roof is installed and the site is at full lock up stage.
- Overhead refrigerant piping between plant and showcases/coolrooms can be
 fastened to the underside of the roof or along the wall and in bulkheads above
 refrigeration units, then drop down to the coolrooms/showcases in the store.
 Refrigerant piping will need to penetrate through any bulkheads that are located
 above the cases. Piping to be installed before suspended ceiling or bulkheads are
 installed. Piping route detailed in layout by AJ Baker & Sons Pty Ltd.
- Showcases in the trading area are to be installed after installation of the floor vinyl/tiles is complete.

To ensure that the refrigeration installation can be done in a timely manner, please allow the following approximate installation periods on site:

Overhead pipework: 1-2 weeks

Coolroom panel installation: 1-2 week

Trading area showcase installation: 1-2 weeks

Refrigeration plant installation: 1-2 weeks

• Testing/commissioning: 1 week

Note the above time periods can overlap if possible and assume no delays by other contractors (inclusive of delays caused by inclement weather).

Tenderers to advise approximate typical refrigeration equipment lead times (from date of order, supplied ex Perth) are as follows:

- Showcases: ? months
- Condensing unit and evaporators: ? months
- Coolrooms: ? weeks to commence installation
- Switchboards and electronic control gear: ? weeks
- Miscellaneous components (ie valves/piping/insulation/bracketing etc): ? weeks

5.3 Building Contractor' Works (For Information Only, By Head Contractor, Not in Tender)

5.3.1 Hydraulics by Head Contractor

- One (1) x 75mm diameter tundish point @ F.F.L. will be required under each module of refrigerated showcase for condensate waste. IO inspection points to be installed in the trading area for access to the tundish lines in the event of an underfloor drain blockage.
- One (1) x 75mm diameter tundish point @ F.F.L. will be required for each coolroom evaporator coil for condensate waste.
- One (1) x cold water supply point with shut-off valve required to be located on the supermarket trading floor which can be used for de-icing showcase evaporator coils (in the unlikely event).
- One (1) x cold water supply point with shut-off valve required to be located in the rear plant area for periodic cleaning of the refrigeration condenser coils.

5.3.2 Mains Electrical Wiring for the Refrigeration Equipment by Head Contractor

 1 x 100Amp/3-phase + N + E mains electrical wiring feed to be supplied and connected by the Builder's electrician to the refrigeration sub board located in the fresh produce prep area. The refrigeration contractor will connect from the refrigeration sub-board to the showcases and coolrooms. Size of the refrigeration sub board is W600mm x H800mm x D200mm.

5.3.3 Freezer Room Setdown by Head Contractor

- 230mm deep set-down required for the freezer room (this depth assumes 80mm thick concrete wear slab installed over 150mm floor insulation).
- 110mm deep sill well set-down for the freezer room door opening.

5.3.4 Miscellaneous Items by Head Contractor

- Penetration in building external wall between rear loading yard and supermarket will be required for the refrigerant piping and electrical wiring. Final location and sizing to be confirmed. Fire rated sealing to be done by the builder.
- Access will be required for the refrigeration contractor to install refrigerant piping through bulkheads and above suspended/fixed ceilings (if applicable). Manhole access is to be supplied in the bulkheads/ceilings for servicing/access of the refrigeration piping.
- Concrete plinth under the external condensing units to local codes.
- Full access to install and service the refrigeration plant equipment will be required.
- Freezer room concrete wear slab specification: 80mm topping, 32MPa, F72 mesh with 32mm minimum cover hardened using Mastertop 105 and sealed using Masterundum TE360.

 Air conditioning system to trading and stock areas to maintain class 3 conditions (25°C/60%RH conditions). Conditions above class 3 will affect performance of refrigerated fixtures (showcases and coolrooms).

The above information is indicated in the Refrigeration Layout Drawing, attached at Appendix A.

5.4 Appendix A – Refrigeration Schedule

Attached.

5.5 Appendix B – Refrigeration Layout Drawings

Attached.

5.6 Appendix C – Refrigeration Product Specifications

Attached.

5.7 Appendix D – Bruce Rock Supermarket Construction Program

Attached.

6 Definitions & Terms of RFT

6.1 Definitions

In this RFT, except where the context otherwise requires, the following words have the meaning set out below:

- a. Addenda means any additional attachments or additional information relating to the RFT issued by Shire of Bruce Rock in accordance with the RFT Terms after the commencement of the RFT process.
- b. **Award of Contract** means the awarding of a Contract (or Contracts) to a Respondent or multiple Respondents by Shire of Bruce Rock following the evaluation of Submissions.
- c. **Business Day** means a day on which banks are open for business in [Perth, Western Australia] excluding a Saturday, Sunday, public holiday in that city.
- d. **Closing Date and Time** means the closing date and time for making a Submission specified on the front cover of this RFT;
- e. **Confidential Information** means all information contained in the RFT Documentation or otherwise relating to the RFT Process and the related data and information (including price information) exchanged between Shire of Bruce Rock and the Respondent relating to supermarket refrigeration provision or Shire of Bruce Rock's business or subsequently produced following the execution of any contract and which:
 - i. is, by its nature, confidential;
 - ii. is treated or designated as confidential by Shire of Bruce Rock; or
 - iii. the Respondent knows, or ought to know, is confidential,

but does not include information which:

- iv. is or becomes public knowledge other than by a breach of the confidentiality obligations contained in the RFT Documentation; or
- v. has been independently developed by the Respondent or is in possession of the Respondent without restrictions on disclosure.
- f. **Contract** means the contract (or contracts) to be executed between Shire of Bruce Rock and the successful Respondent (or Respondents) selected by Shire of Bruce Rock;
- g. **Government Agency** means any government or governmental, semi-governmental, judicial, quasi-judicial or administrative entity, agency or authority in any location where the subject of the Request for Submissions is to take place;
- h. **Intellectual Property Rights** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know-how, processes, concepts, plant breeders rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time;

i. Law means:

- i. all applicable legislation, including international, federal, regional, municipal and local legislation, ordinances, regulations, by-laws and other subordinate legislation;
- ii. common law and equity;
- iii. Government Agency requirements, conditions and consents; and
- iv. guidelines of Government Agencies with which the Respondent is legally required to comply;
- j. Preferred Respondent means a Respondent that is appointed as a preferred Respondent (if any) by Shire of Bruce Rock in one or more Service or Supply Categories following the evaluation of Submissions;
- k. **Price** means the price proposed by the Respondent for performing the Requirements, as set out in the Submission;
- I. **Requirements** mean the goods, works or services (or any combination of these things) which Shire of Bruce Rock requires, as set out in the document or documents set out in the RFT;
- m. Respondent means the party making, or invited to make, a Submission in response to the RFT;
- n. **Service Category** means a service category listed in section 2 ('Objectives') of this RFT document, as described more fully in this RFT document.
- Submission means all the documents submitted by the Respondent in response to the RFT;
 and
- p. Term Sheet means the Terms Sheet of this RFT document.
- q. **The Shire** or **Shire of Bruce Rock** means Shire of Bruce Rock being the company issuing the RFT:

6.2 Terms of this RFT

1. Application of RFT Terms

The RFT Terms set out in this Attachment apply to the RFT Process described in the RFT documentation.

2. Discrepancies, errors and omissions in the RFT

- a. If the Respondent:
 - i. finds any discrepancy, error or omission in the RFT Documentation; or
 - ii. has any doubt as to the meaning of any portion of the RFT Documentation,

the Respondent must immediately notify Shire of Bruce Rock of this in writing on or before the Closing Time and seek clarification.

- b. The Shire's response to a notice under this section of these RFT Terms:
 - i. is only effective if issued in writing by Shire of Bruce Rock;
 - ii. will also be issued to all other prospective Respondents; and

iii. must be complied with by all Respondents.

3. Joint Submissions

A Respondent is entitled to issue a joint Submission in response to this RFT.

4. Confidentiality

- a. The Respondent must:
 - i. keep confidential, and not use or disclose, any of the Shire's Confidential Information, except:
 - to the extent necessary for the performance of its obligations under the RFT;
 - 2. that the Respondent may disclose to its legal advisers who are under a duty of confidence; or
 - that the Respondent may disclose if required by law (including any order of a court of competent jurisdiction), the rules of any Shire of Bruce Rock exchange or statutory duty; and
 - ii. immediately provide notice to Shire of Bruce Rock if it becomes aware of any loss or unauthorised use, access, copying or disclosure of any of Shire of Bruce Rock's Confidential Information.
- b. The Respondent must return or destroy or delete as directed, all original documents and copies (including in electronic form) in the Respondent's possession, custody or control which comprise, contain, reproduce, are based on, utilise or relate to the Confidential Information of Shire of Bruce Rock, at the earliest of the following:
 - i. immediately on demand by Shire of Bruce Rock; or
 - ii. on the conclusion or termination of the RFT Process (unless the Respondent is selected as a Preferred Respondent).

5. Respondent's undertakings, warranties and acknowledgements

Respondent's warranties

In making the Submission, the Respondent warrants:

- a. that it has examined the RFT Documentation and any other information made available by Shire of Bruce Rock to Respondents in relation to the RFT Process;
- b. that it has carried out all relevant investigations as appropriate and has taken into account all information which is relevant to the risks, contingencies and other circumstances which could affect the Submission and which could be reasonably obtained, concerning the following:
 - the correctness and sufficiency of its Submission, including the information provided by the Respondent in any Returnable Schedules;
 - ii. that the Price covers the cost of performing the Requirements in accordance with the Contract, including having regard to the risks referred to in the RFT;

- iii. that it has and will maintain the necessary experience, skill and expertise to perform and complete the Requirements in accordance with the Contract;
- iv. that the Submission in all respects is an independent Submission and that no collusion has taken place between the Respondent and any other prospective Respondent or interested party in the preparation of the whole or any part of the Submission;
- v. that there is no conflict of interest or anticipated conflict of interest in doing all things required of the Respondent under this RFT (including performing the Requirements if the Respondent is successful);
- vi. that it has not canvassed or contacted any employee or contractor of Shire of Bruce Rock in relation to its Submission; and
- vii. that it is authorised to lodge a Submission in response to this RFT and is authorised to perform the Requirements; and
- viii. to its knowledge, there are no actions, claims, proceedings or investigations pending or threatened against it which would impact on its ability to perform the requirements.

Respondent's acknowledgements

The Respondent acknowledges that:

- c. Shire of Bruce Rock does not purport to comprehensively describe the Requirements, or provide all of the information that the Respondent or the Respondent's advisers may desire or require in reaching decisions in relation to, or in its assessment of, the Requirements in order to prepare its Submission, including the Price (if applicable);
- d. the Respondent must:
 - i. make its own interpretations, deductions and conclusions from the information made available (including the information set out in these RFT Terms);
 - ii. undertake its own investigations; and
 - iii. accept full responsibility for those investigations, interpretations, deductions and conclusions;
- e. Shire of Bruce Rock makes no express or implied representation that any estimate or forecast will be achieved or that any statement as to a future matter will prove correct;
- f. a document in electronic form or provided via electronic communication has the same effect as a written document in written form, and is considered to be "in writing";
- g. the Respondent will not dispute that a document or any other information is authentic or binding on the ground that the document or other information was transmitted or generated electronically;
- h. the security of the information submitted to Shire of Bruce Rock electronically cannot be guaranteed; and

i. Shire of Bruce Rock will not be liable if any information submitted electronically or other data is lost or misused.

Reservation of Shire of Bruce Rock's rights

Shire of Bruce Rock reserves the right to, at its discretion:

- a. suspend, end, reinstate or vary the RFT Process, including extending the Closing Time;
- b. issue addenda from time to time in relation to this RFT;
- c. include a review process as part of the RFT Process;
- d. cancel, supplement, modify or replace the RFT Process or the Term Sheet;
- e. alter the Requirements, including any technical requirements;
- f. not proceed with the Requirements at all or in the manner outlined in this RFT;
- g. elect to select one or more Preferred Respondents or no Preferred Respondents;
- h. not to execute a Contract with any Respondents;
- i. elect to select more than one Respondent as the successful Respondent and allocate the performance of part of the Requirements to each successful Respondent;
- j. elect not to select any Respondent as the successful Respondent;
- k. accept or reject a Submission that was made after the Closing Time;
- I. accept or reject:
 - a. a partial Submission or a non-complying Submission; or
 - a Submission if the Respondent or the Submission does not comply with this RFT;
- m. not accept the Submission with the lowest Price;
- n. not accept any Submission;
- o. exclude any Submission from further consideration once Shire of Bruce Rock has considered it:
- p. obtain further, revised or replaced Submissions from one or more Respondents;
- q. negotiate or clarify matters with any Respondent, including negotiating with one or more Respondents or negotiating on different issues with different Respondents;
- r. reject a Submission if the Respondent does not comply with any reasonable request from Shire of Bruce Rock to submit further information or documents, or to allow Shire of Bruce Rock to conduct a site visit of the Respondent's premises under the Submission (if applicable);
- s. establish a shortlist of Respondents with which to negotiate;
- t. hold one or more Respondents in reserve;
- u. decline to answer queries from a Respondent;

- v. evaluate Submissions in such a manner as Shire of Bruce Rock regards appropriate;
- w. refuse participation by a particular party at any time in the RFT Process;
- x. allow further parties to participate in the RFT Process at any time;
- y. allow a Respondent to withdraw from the RFT Process;
- z. enter into the Contract without prior notice to the other Respondents;
- aa. conduct security, probity or financial checks on a Respondent for the purpose of evaluating a Submission;
- bb. rely on available information relating to a Respondent as part of the evaluation of a Submission, including the Respondent's performance under other contracts with Shire of Bruce Rock;
- cc. take other action as Shire of Bruce Rock considers, at its discretion, appropriate in relation to the RFT Process; and
- dd. waive any requirements or obligations under this RFT, in which case that waiver will not affect any other requirements or obligations contained in this RFT.

6. Exclusion of liability

The Respondent will bear entirely and exclusively all costs and expenses incurred and in any way associated with developing, preparing and making its Submission, including attending meetings, site visits and interviews and providing any additional information required by Shire of Bruce Rock irrespective of whether or not the Contract(s) proceed or the Respondent's Submission is accepted or rejected.

Without limiting the above paragraph, Shire of Bruce Rock is not liable for any loss, expenses, costs or damages incurred by a Respondent (howsoever arising, including negligence) in relation to the preparation or submission of a Submission or subsequently in post Submission negotiations or otherwise arising from the RFT Process.

7. Assignment of Submission

The Respondent must not assign its Submission or any interest in or created from its Submission without the prior written consent of Shire of Bruce Rock. If a Respondent makes an assignment without Shire of Bruce Rock's prior written consent, the assignee may, in Shire of Bruce Rock's absolute discretion, be disqualified and not given any further consideration.

8. Accuracy of information

Shire of Bruce Rock assumes no responsibility for and makes no representation or warranty regarding the relevance, accuracy, currency, relevance, reliability or completeness of the information contained in the RFT Documentation or subsequently provided to prospective Respondents by or on behalf of Shire of Bruce Rock in connection with this RFT or the RFT Process.

9. RFT not binding

The Respondent acknowledges and agrees that, other than sections 4, 5, 6, 7 and 10 of these RFT Terms and the other sections of the RFT Documentation relating to confidentiality (which, for clarity,

are binding on the Respondent and Shire of Bruce Rock), neither the RFT Documentation nor the RFT Process constitutes a legally binding relationship between Shire of Bruce Rock and the Respondent.

Without limiting the above paragraph, no contract will arise between a Respondent and Shire of Bruce Rock unless and until a contract is executed by Shire of Bruce Rock and the Respondent.

10. Interpretation

In this RFT, headings are for convenience only and do not affect the interpretation of the RFT and, unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. other parts of speech and grammatical forms of a word or phrase defined in the RFT Documentation have a corresponding meaning;
- an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- d. unless otherwise expressly set out, a reference to a clause, section, party, attachment, exhibit or schedule is a reference to a clause of, section of, and a party, attachment, exhibit and schedule to, the RFT Documentation and a reference to the RFT Documentation includes any attachment, part, exhibit and schedule;
- e. a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- f. a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;
- g. a reference to a party to a document includes that party's successors and permitted assigns;
- h. a reference to a month is a reference to a calendar month; and
- i. no provision of the RFT Documentation will be construed adversely to a party solely on the ground that the party was responsible for the preparation of that RFT Documentation or that provision.

7 APPENDICES

7.1 Appendix A: Refrigeration Schedule

Bruce Rock Supermarket

Store Furniture

ssues	Туре	Date							
)	Store Furniture	4/04/2022 Tender Issue					T		
	Refrigeration	Project Code	Supplier	Design & Perf. Consid.	Model	Finish/Colour	Quantity		
	6 Door Fridge - Refer to	FR.6D			Refer to Refrigeration Package	Refer to Refrigeration	Refer to Refrigeration		
	Refrigeration Set					Package	Package		
	4 Door Fridge - Refer to Refrigeration Set	FR.4D			Refer to Refrigeration Package	Refer to Refrigeration Package	Refer to Refrigeration Package		
	Produce Fridge - Refer to Refrigeration Set	FR.PR			Refer to Refrigeration Package	Refer to Refrigeration Package	Refer to Refrigeration Package		
	5 Door built in freezers - Refer to Refrigeration Set	FZ.5D			Refer to Refrigeration Package	Refer to Refrigeration Package	Refer to Refrigeration Package		
	Low level Freezers - Refer to Refrigeration Set	FZ.L			Refer to Refrigeration Package	Refer to Refrigeration Package	Refer to Refrigeration Package		
	Drink Fridges - Refer to Refrigeration Set	DF			Refer to Refrigeration Package	Refer to Refrigeration Package	Refer to Refrigeration Package		
	Cake Fridges - Refer to Refrigeration Set	CF			Refer to Refrigeration Package	Refer to Refrigeration Package	Refer to Refrigeration Package		
	Shelving	Project Code	Supplier	Design & Perf. Consid.	Model	Finish/Colour	Quantity		
	Produce bins along windows	SH.FV	Lane Industries	Purpose Built Unit	Modular narrow produce display bins 1800mm (w) x 600 mm (d) x 800mm (h) , adjusting 1 bin to fit allocated space included	Clearcoat finish birchply/ Black melamine top/ clearcoat metal trims			
	Produce Islands	SH. PI	Lane Industries	Purpose Built Unit	Purpose made produce Islands, modular construction, single tier, 3200 mm (w) x 1600 mm (d) x 800mm (h)	Clearcoat finish birchply/ Black melamine top/ clearcoat metal trims	Refer to drawings		
							Refer to drawings		

7.2 Appendix B: Refrigeration Layout Drawing



7.3 Appendix C: Refrigeration Product Specification





Crystal







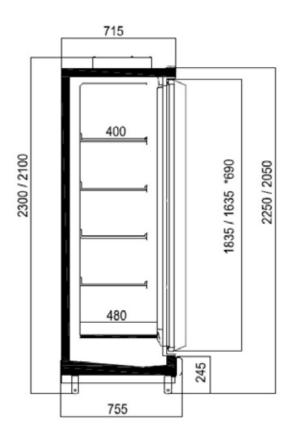


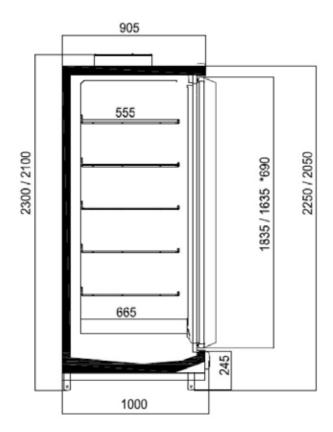






Crystal







CURL 3 GREEN

SEMI-VERTICAL CHILLER







R290

PLUG-IN

FEATURES INCLUDE

- High efficiency fan motors
- 4 levels adjustable shelves + base
- LED canopy lighting including switch
- · Glass end walls
- Automatic defrost
- · Manual night blind
- Black internal / black external





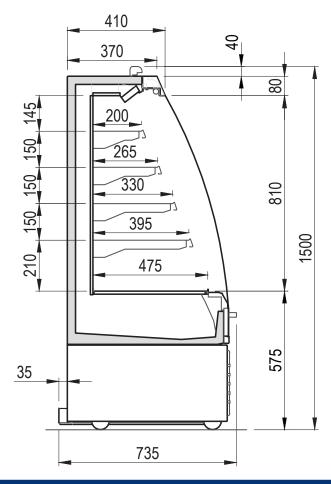




Product image not to scale



BONNET NÉVÉ CURL 3 GREEN



CURL 3 GREEN	937	1250		
OPERATING TEMP (°C)	+2/+4	+2/+4		
REFRIGERATION	Ventilate	Ventilated / R290		
DEFROST	Automatic	Automatic / Off-cycle		
POWER SUPPLY	230V / 1Ph /	10 Amp plug		
NOMINAL POWER (W)	830	909		
ENERGY CONSUMPTION (kWh/24h)	12.6	14.9		
DISPLAY SURFACE (m²)	1.58	2.09		
LENGTH WITH END WALLS (mm)	997	1310		
TOTAL HEIGHT INCLUDING CASTORS (mm)	1500	1500		
DEPTH WITH BUMPER (mm)	735	735		
DEPTH WITHOUT BUMPER (mm)	705	705		
WEIGHT WITH PACKAGING (kg)	210	240		
WEIGHT WITHOUT PACKAGING (kg)	190	220		

^{*} Climate class 3 (25 °C, 60% R/H)





KREA 220.9

CHEST FREEZER





FEATURES INCLUDE:

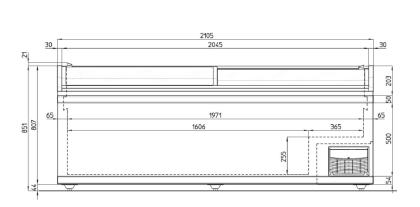
Large storage capacity Electronic temperature control LED lighting Anti-fog doors High efficiency fan motor Optional customized graphic and coloured bumper Optional basket support

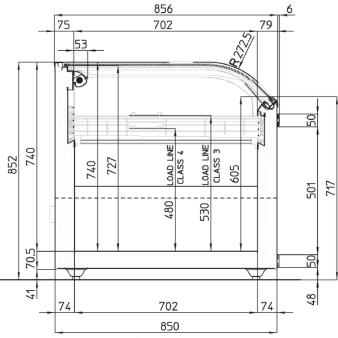


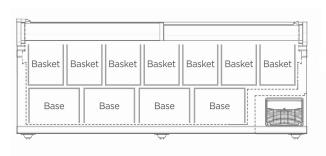
KREA 220.9



CHEST FREEZER









KREA	220.9
* Operating temp. (°C)	-25/-18
Refrigeration	Static/R290
Defrost	Semi-automatic
Power supply	230V/1Ph/10 Amp plug
Operating current (Amp)	2.5-2.6 (defrost)
Nominal power (W)	450-560 (defrost)
Energy consumption (kWh/24h)	6.6
Net Volume (LT)	668
Total length (mm)	2105
Total height (mm)	872
Total depth (mm)	899
Weight with packaging (kg)	184
Weight w/o packaging (kg)	149

Climate Class 3 (25°C, 60% hr)



MAXIMISE SALES AND MINIMISE COSTS





Specialist Glass Door Insert Manufacturer

Insert Product Guide



LEADING THE INDUSTRY IN ENERGY EFFICIENCY

Customer Support 🗸



Technical Advice



Design Advice



If you require support or advice, please contact Maslen Australia

Maslen Australia manufactures energy efficient insert and display doors for the Overseas Commercial Refrigeration Market

Maslen Australia Highlight Series The ultimate energy saving insert technology



Please refer to our Highlight Series brochure for further information.

- Medium temperature or low temperature application
- Thermally broken aluminium inserts and door frames provide the strength, durability and good looks of aluminium with the energy efficiency of plastics
- Sealed glass unit with ALL toughened safety glass, warm edge technology, gas filled, heat reflective glass, anti fog coat inside
- Hold open arm with auto safety release for easy stocking
- Reversible door hinging, easily changed to left or right hand swing
- Team with our four post, T post or cantilever shelving and merchandising accessories



Maslen Australia Mullion-less range [Patent Pending]

- Clearly the best way to significantly reduce display operating cost
- Retain that open display case look, with mullion-less glass doors [Patent Pending]



- Suitable for dairy, liquor, meat, poultry, produce & specialty coolrooms
- Mullion-less [Patent Pending]
 display continuity, provides a
 better shopping experience.
 Inducing customers to linger,
 longer
 and buy more
- Sealed glass unit with ALL toughened safety glass, warm edge technology, heat reflective glass







- Manufactured to the highest quality
- Medium temperature or low temperature application
- Manufactured in 1 door to 8 door continuous framing
- All glass panels manufactured with warm edge spacer
- Vertical lighting standard (2 per door)
- Clear anodized or powercoated aluminium
- Full range from half bar size to full size inserts refer to rear of brochure for standard sizes
- Sealed glass unit with ALL toughened safety glass, warm edge technology, heat reflective glass

Maslen Australia Hotel Inserts

- Manufactured in either standard, energy saver or highlight series range
- Range of applications from 1 door to 12 doors x 500mm wide doors to inserts over inserts
- Colorbond or stainless steel cages
- Colorbond block or stainless doors available
- Tray slides or shelving to suit
- Rear sliding cage door in either Colorbond or stainless steel
- Double glazed non heated through to triple glazed heated doors

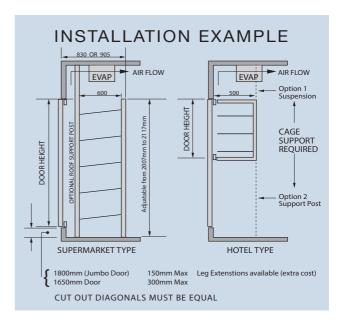


Standard Features

- Safety glass to all layers of glass to meet AS/NZS2208 - AS/NZS4666:2000
- Non sag doors
- All inserts are supplied with internal flashings and fixings
- Full length door handles
- All insulated glass units have high performance WARM EDGE technology
- Corrosion resistant hardware
- Torsion bar self closing door levelling / alignment adjustment
- Fully adjustable bottom pins and self-closing torsion bars
- Full height vertical lights both sides of each door with unbreakable polycarbonate light covers.
 Designed to allow changing of light tubes and components without removal of stock from shelves
- Adjustable anti-sweat heaters give the flexiblity to decrease or increase the insert frame temperature to elimate any frame condensation problems

Options

- Gas filled glass panels
- Horizontal lighting top, bottom or both
- Hold open door arms with automatic safety release
- Dual vertical lighting
- Powder coated in various colours
- Combination insert and entry door in one frame
- Colorbond or stainless steel block door inserts available
- Patent 2010100496 embedded vertical LED lighting and horizontal lighting



CUT-OUT DIMENSIONS

STANDARD DOOR SIZES |

800 x 500mm & 1500 x 500mm

1650 x 600mm & 1800 x 600mm

1650 x 750mm & 1800 x 750mm 1800 x 700mm & 1800 x 500mm

1650 x 900mm & 1800 x 900mm

CUT OUT HEIGHT

800mm door - 842mm 1500mm door - 1542mm 1650mm door - 1692mm

1800mm door - 1842mm

CUT	' TUC	WIDT	Ή
-----	-------	------	---

QTY	500mm	600mm	700mm	750mm	900mm
DOOR	Wide Doors				
1	545mm	645mm	745mm	795mm	945mm
2	1060mm	1260mm	1460mm	1560mm	1860mm
3	1575mm	1875mm	2175mm	2325mm	2775mm
4	2090mm	2490mm	2890mm	3090mm	3690mm
5	2605mm	3105mm	3605mm	3855mm	4605mm
6	3120mm	3720mm	4320mm	4620mm	N/A
7	3635mm	4335mm	5035mm	5385mm	N/A
8	4150mm	4950mm	5750mm	6150mm	N/A

PERSONNEL ENTRY DOORS

SINGLE ACTION | SI 4 SIDED FRAME | 3 1958 x 750mm | 1958 x 900mm | 1958 x 900mm

SINGLE ACTION 3 SIDED FRAME 1946 x 750mm 1946 x 900mm

DOUBLE ACTION

1935mm x 750mm

1935mm x 750mm (twin door)

1935mm x 900mm

1935mm x 900mm (twin door)

CUT OUT SIZE

2000mm x 795mm 2000mm x 945mm

2055mm x 810mm

2055mm x 1585mm

2055mm x 960mm

2055mm x 1885mm







QUEENSLAND SALES & FACTORY

112-114 Grigor St West, Caloundra, Queensland 4551 Free Call 1800 627 536 (within Australia) p 07 5491 6188 | f 07 5491 6836

e enquiries@maslen.com.au

WESTERN AUSTRALIA SALES & FACTORY

4/16 Paramount Drive, Wangara, Western Australia 6065

p 08 9302 3270 **I f** Fax: 08 9302 3271 **e** enquiries@maslen.com.au

MAXIMISE SALES AND MINIMISE COSTS





Specialist Glass Door Insert Manufacturer

Shelving Systems & Accessories



LEADING THE INDUSTRY IN ENERGY EFFICIENCY





Technical Advice



Design Advice



Maslen Australia Shelving Systems offer a wide range of quality shelving options for a variety of applications

Four Post Shelving System

The Maslen Australia Four Post Shelving System, is simple, robust and effective



Product Stop Front and Rear



Adjustable Post Feet

- Heavy Duty construction
- 105kg safe load capacity per shelf
- 500kg safe load capacity per bay
- Corrosive resistant components
- Optional powdercoating (over zinc)
- Product Stop front and rear standard
- Price Strips (ticket stripping) black or transparent
- Post standard height 2050 mm including feet
- Extra height post for roof support available
- Flexibility allowing height and angle adjustability and gravity feed
- Fully adjustable feet





T Post Shelving System





- Free standing heavy construction
- NATA tested and certified to 108kg per shelf 6 tier
- Zinc or powdercoated black over zinc plating
- Product Stop front and rear standard
- Price Strips (ticket stripping) black or transparent
- Flexibility allowing height and angle adjustability and gravity feed
- Fully adjustable feet
- Full bump rail to all sides





Cantilever Shelving System

The Maslen Australia Cantilever Shelving System, is simple, robust and effective



Cantilever Post & Feet

- Extra heavy duty construction
- 105kg safe load capacity per shelf
- 500kg safe load capacity per bay
- Corrosive resistant components
- Optional powdercoating (over zinc)
- Product Stop front and rear standard
- Price Strips (ticket stripping) black or transparent
- Flexibility allowing height and angle adjustability and gravity feed
- Fully adjustable feet
- Very easy shelf height and angle adjustment



Cantilever Shelving System



Cantilever Shelving Special features



Shelf Bracket

Options & Accessories

Front Product Stop prevents spillage of product while maximising visual area





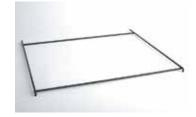
Merchandising Frame



Side Stop Locking

Ticket Strip





Joiner Block with Divider Rods





Locked Side Product Stop in Shelf Post



Merchanising Frame, Joiner Blocks and Divider Rods form a fully adjustable dividing system or combined with our Teflon Coated Shelf for gravity slide applications





Merchandising Frame combined in multiples to form adjustable basket









QUEENSLAND

SALES & FACTORY

112-114 Grigor St West, Caloundra, Queensland 4551
Free Call 1800 627 536 (within Australia)
p 07 5491 6188 f 07 5491 6836
e enquiries@maslen.com.au

WESTERN AUSTRALIA SALES & FACTORY

4/16 Paramount Drive, Wangara, Western Australia 6065

p 08 9302 3270 **I f** Fax: 08 9302 3271 **e** enquiries@maslen.com.au

www.maslen.com.au



ONWAVE 3 ECO

GLASS DOOR MULTI-DECK CHILLER



FEATURES INCLUDE

- High efficiency fan motors
- Hinged double-glazed glass doors
- 4 levels of adjustable shelves
 + base
- Solid & internal mirrored endwalls
- Black internal / black external
- Castor wheels
- Shelf pricing holders
- LED lighting to canopy & door mullions including switch





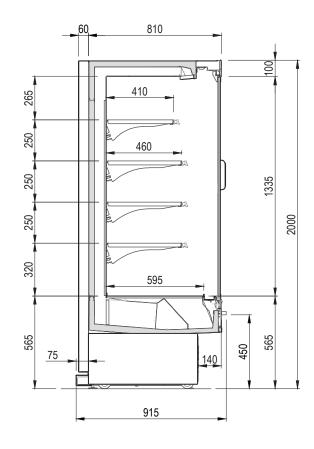




Product image not to scale



BONNET NÉVÉ ONWAVE 3 ECO



ONWAVE 3 ECO	1250	1875	2500
OPERATING TEMP (°C)		0/+2	
NUMBER OF DOORS	2	3	4
REFRIGERATION		Ventilated / R290	
DEFROST		Automatic / Off-cycle	
POWER SUPPLY		230V / 1Ph / 10 Amp plu	g
OPERATING CURRENT (Amp)	1.7	2.5	3.5
NOMINAL POWER (W)	372	560	796
ENERGY CONSUMPTION (kWh/24h)	6.9	7.8	12.5
LIGHTING POWER (W)	54	78	108
DISPLAY SURFACE (m²)	2.46	4.47	5.96
LENGTH WITH END WALLS (mm)	1310	1935	2560
TOTAL HEIGHT INCLUDING CASTORS (mm)	2000	2000	2000
DEPTH WITH BUMPER (mm)	915	915	915
WEIGHT WITH PACKAGING (kg)	280	430	500
WEIGHT WITHOUT PACKAGING (kg)	260	400	460

Climate class 3 (25 °C, 60% R/H)





ONWAVE 3 GREEN

MULTI-DECK CHILLER



FEATURES INCLUDE

- High efficiency fan motors
- 4 levels of adjustable shelves
 + base
- Solid & internal mirrored endwalls
- Black internal / black external
- Product can be multiplexed
- · Castor wheels
- Shelf pricing holders
- LED lighting to canopy including switch
- Manual night blind
- Shelves can be adjusted to incline





Scan here to check for Energy Efficiency Rebates in your state.

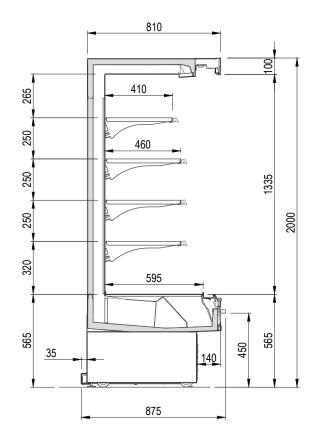




Product image not to scale



BONNET NÉVÉ ONWAVE 3 GREEN



ONWAVE 3 GREEN	937	1250	1875	2500	
OPERATING TEMP (°C)	0/+2				
REFRIGERATION		Ventilate	ed / R290		
DEFROST		Autor	matic		
POWER SUPPLY	240V / 1Ph /	10 Amp plug	240 V / 1Ph	15 Amp plug	
OPERATING CURRENT (Amp)	4.9	4.9	8.8	9.2	
NOMINAL POWER (W)	1200	1200	2100	2200	
ENERGY CONSUMPTION (kWh/24h)	20.92	20.78	31.5	39	
DISPLAY SURFACE (m²)	2.24	2.92	4.5	5.86	
LENGTH WITH END WALLS (mm)	997	1310	1935	2560	
TOTAL HEIGHT INCLUDING CASTORS (mm)	2000	2000	2000	2000	
DEPTH WITH BUMPER (mm)	875	875	875	875	
WEIGHT WITH PACKAGING (kg)	260	280	430	500	
WEIGHT WITHOUT PACKAGING (kg)	240	260	400	460	

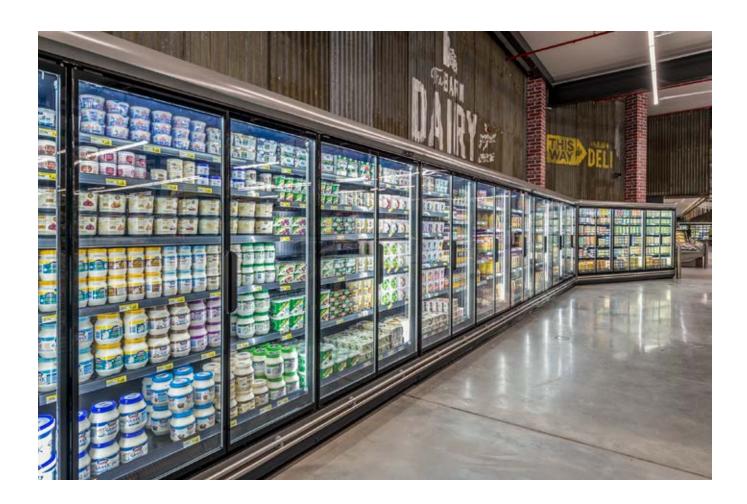
Climate class 3 (25 °C, 60% R/H)







Rock ECO



















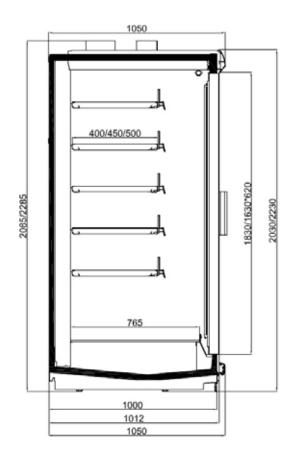


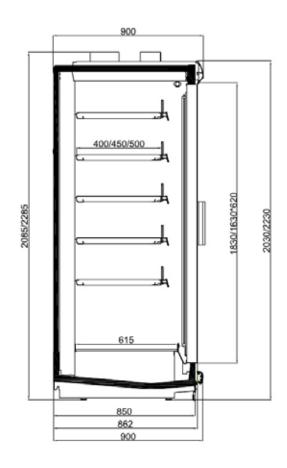


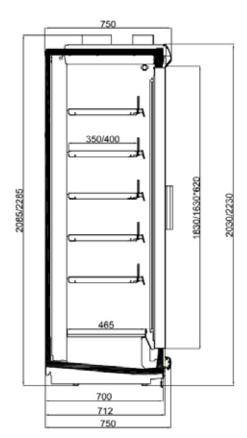




Rock ECO



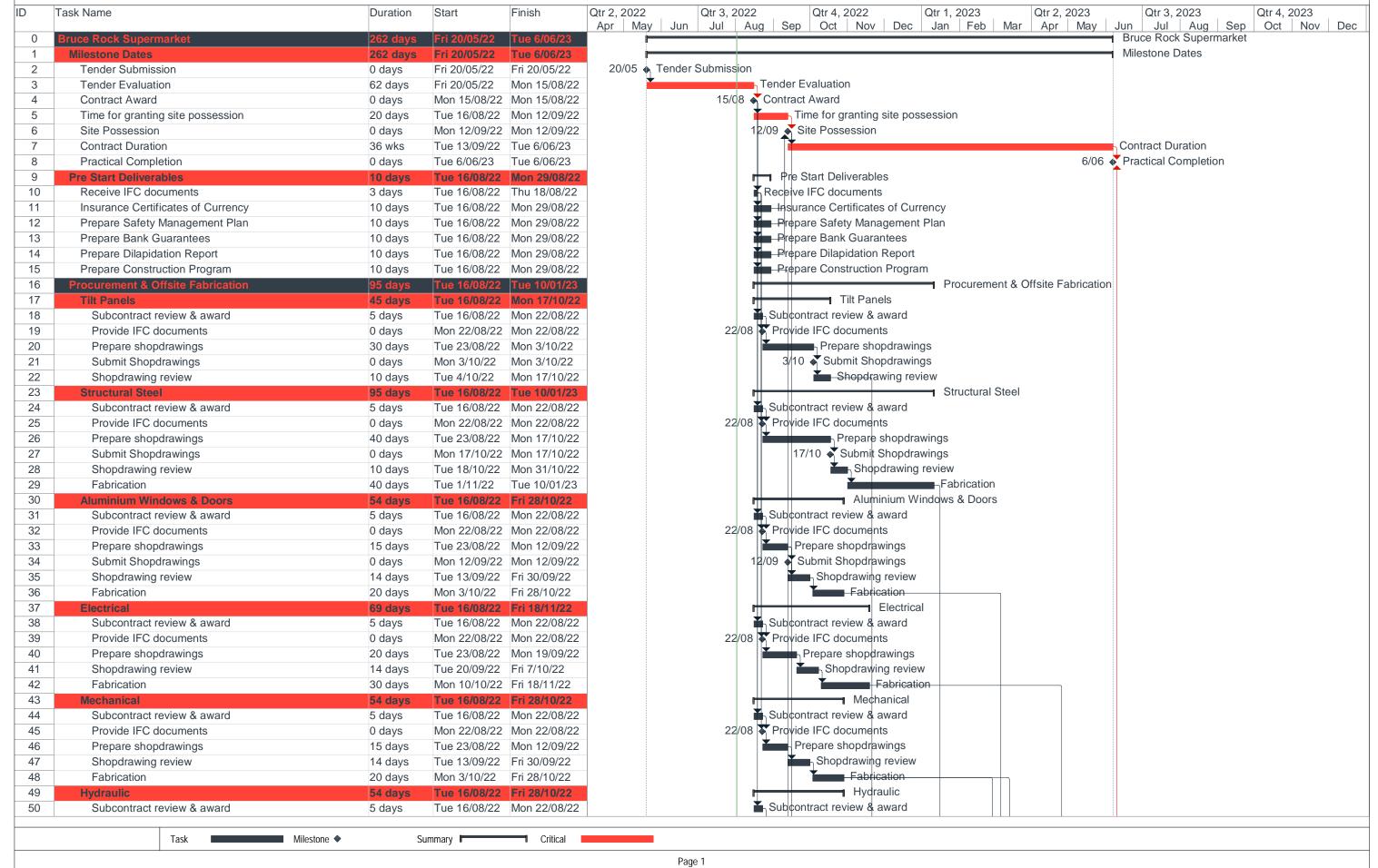




7.4 Appendix D: Bruce Rock Supermarket Construction Program

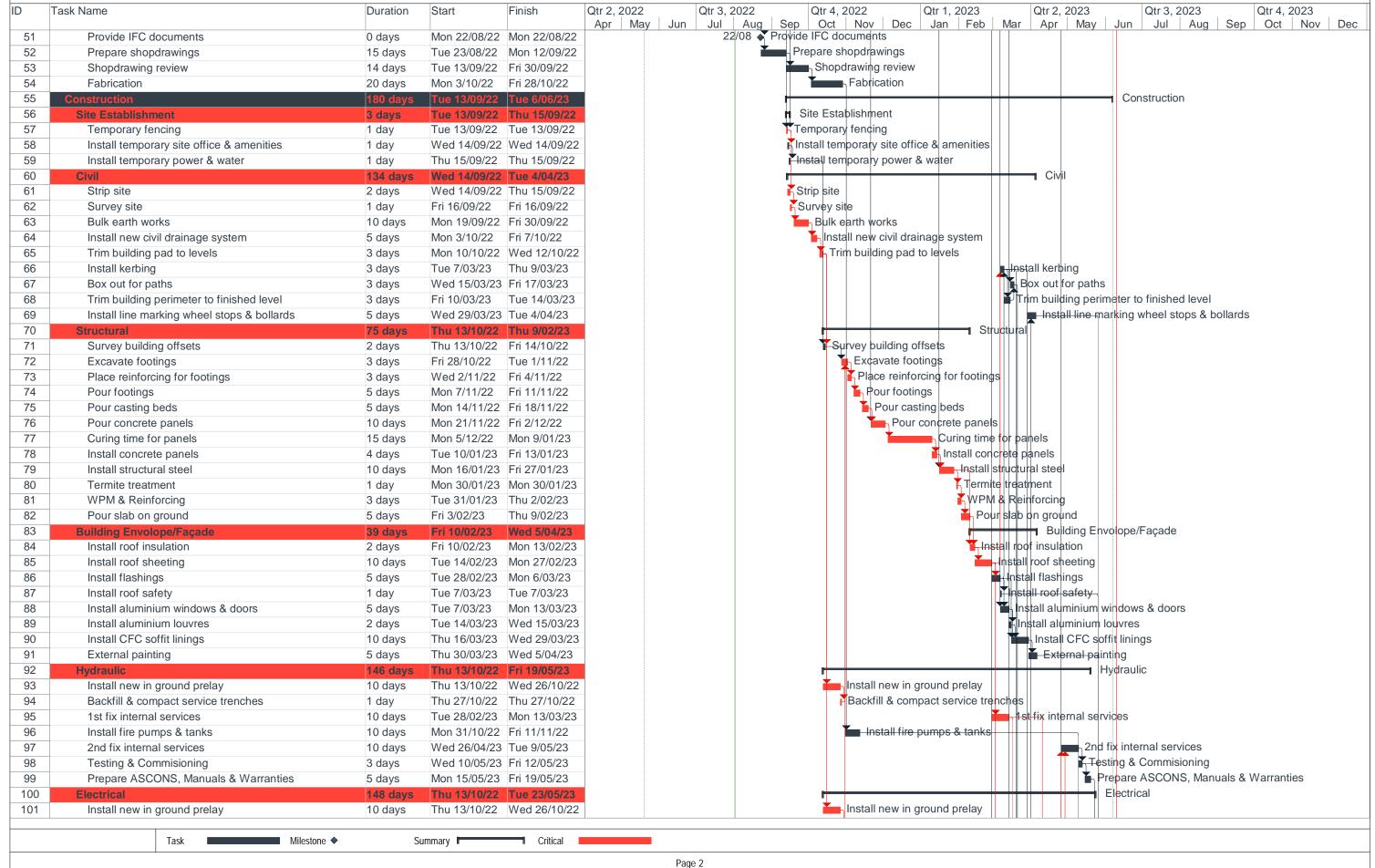


RFT 1-2021-2022 Bruce Rock Supermarket TENDER PROGRAM REV02





RFT 1-2021-2022 Bruce Rock Supermarket TENDER PROGRAM REV02





RFT 1-2021-2022 Bruce Rock Supermarket TENDER PROGRAM REV02

