



Planning & Infrastructure

Professional Services Brief

Specialised Noise Component of Compliance Audits of Cullerin Range, Capital and Woodlawn Wind Farms

February 2012

Tender Number DoPI 2012/78

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PART A

1. PURPOSE OF THE BRIEF

The Department of Planning and Infrastructure (the Department) seeks tenders from suitably qualified organisations as the basis for selecting service providers to conduct specified independent, specialist acoustical services. The contract will be for the provision of services as described in Part B of this Professional Services Brief.

The successful Tenderer will be contracted under the Department's Professional Services Contractor Agreement.

2. BACKGROUND

The Department's role is to lead strategies and make decisions to support sustainable growth and employment in NSW.

The Department is the principal government agency vested with statutory, policy and administrative responsibility for strategic land use planning, major development and infrastructure projects, assessment and approval.

The Environmental Planning and Assessment Act, 1979 provides the basis for our role. We work closely with other NSW Government Agencies to implement a strategic framework that ensures the appropriate development of land and facilitates the orderly provision of key infrastructure priorities, deliver integrated development assessment and approvals, and promote community and stakeholder engagement.

Our vision is *sustainable growth for NSW*.

Our priorities are:

- Provide sustainable growth in appropriate locations.
- Facilitate affordable and diverse housing and employment opportunities.
- Provide efficient and timely advice on State significant development projects and sites.
- Integrate land use and infrastructure planning.

Further information is available at www.planning.nsw.gov.au

PART B

3. DESCRIPTION OF THE SERVICES

The Department requires the services of a suitably qualified and experienced acoustical service provider to undertake specialist, independent acoustical compliance audits of three (3) operational wind farms in NSW, being **Cullerin Range**, **Capital** and **Woodlawn**. The required services will include:

- A review of existing noise compliance assessment reports
- Stakeholder liaison as directed
- Specialist noise monitoring, analysis and reporting
- Review of wind farm performance against the *Draft NSW Planning Guidelines: Wind Farms* ("Draft NSW Guidelines").

Details of the required services are provided below.

3.1 Scope of Works

REVIEW OF EXISTING NOISE COMPLIANCE ASSESSMENT REPORTS

- (a) Review noise compliance assessment reports provided by the proponents of the Cullerin Range and Capital wind farms.
- (b) Comment on the adequacy of the information provided for making findings on compliance.
- (c) Make a preliminary finding on compliance based on the information provided.
- (d) Present a report to the Department on the outcomes of this review for the above two wind farms.

STAKEHOLDER LIAISON

Note: the successful Tenderer will not communicate in any manner with any stakeholder, including Government agencies, the community and the media, except as directed by the Department.

- (a) Consider responses to questionnaires to be sent by the Department to Council's and residents in proximity of the wind farms, for compliance-related issues that may need to be addressed in the noise monitoring component of the compliance audit.
- (b) Attend meetings with interested residents to explain noise measurement and auditing methodology and to hear views on noise compliance related issues, as directed by the Department.
- (c) Attend a meeting with each of the three relevant Council's to explain noise measurement and auditing methodology and to hear views on noise compliance related issues, as directed by the Department.
- (d) Present noise monitoring findings to the Department, EPA, Council's and community groups, as directed by the Department.

NOISE MONITORING, ANALYSIS and REPORTING

Noise Monitoring Program

- (a) Develop and deliver a noise monitoring program for each wind farm to evaluate compliance with noise-related conditions of approval and the proponent's statement of commitment. The program will need to be approved by the Department and include comprehensive noise monitoring and data analysis.
- (b) For each of the three wind farms, the noise monitoring program will address the following:
 - Identification of the instruments to be used for noise monitoring.
 - Identification of the environmental and seasonal conditions including wind velocities and seasonal changes.
 - Identification of the locations of monitoring points specified in each approval and those points used for any previous noise monitoring.
 - Identification of any locations for interim noise monitoring.
 - The distance of each noise monitoring location from the closest wind turbine.

- Liaison with the relevant wind farm operators to obtain any relevant weather or operational data.
- Attended noise monitoring at a number of sites agreed with the Department that are representative of noise sensitive receivers in the vicinity of each wind farm, including sensitive receivers and interim monitoring locations.
- Unattended noise monitoring at a number of sites agreed with the Department that are representative of noise sensitive receivers in the vicinity of each wind farm.

Noise monitoring equipment

Noise monitoring equipment is to have the following characteristics:

- (a) Ability to record noise as per the 2003 South Australian Wind Farm Guidelines and the Draft NSW Guidelines.
- (b) Suitable for assessment of specific noise characteristics.
- (c) Have current calibration certificates by NATA or similar organisation to the manufacturer's standards.
- (d) Be suitable for attended and/or unattended noise monitoring.
- (e) At any instance, the number of monitoring instruments required to record noise must be adequate for sequential or simultaneous recording at all locations.
- (f) The successful Tenderer will have a number of standby additional instruments.

Noise monitoring locations

- (a) Nominate noise monitoring locations as being representative and allowing for an assessment of compliance to be made.
- (b) Propose additional interim sites that would allow an assessment of the effectiveness of the section in the Draft NSW Guidelines that allows for the use of interim noise monitoring locations.

Measurement techniques

Measurements will be time stamped to allow for correlation with other noise, meteorological and other relevant data.

Monitoring and analysis methodology

- (a) Monitoring and analysis is to include the following:
 - For compliance monitoring, measurement of wind farm noise levels in terms of the LAeq (10 min) and for assessment of the Draft NSW Guideline, measurements in C weighting and L90 to also be made.
 - Assessment of special noise characteristics with wave file capture, post processing and analysis.
 - Clear identification in the monitoring reports of the noise metrics measured.
 - Checking the reference calibration level of each meter prior to and after measurements, with a NATA calibrated instrument.
 - Use of best endeavours to ensure that measurements occur under meteorological conditions that allow an assessment of the performance of the wind farm under adverse weather conditions.
 - Any collection of sequential or simultaneous monitoring such that it can be related in time.
- (b) Discuss the limitations of the monitoring and analysis with the Department, particularly in respect to the quantity of 'worst case data' collected.

Noise monitoring reports

- (a) Noise monitoring reports are to detail the monitoring and analysis for each wind farm.
- (b) The reports are to be prepared in a consistent format to allow comparison of results between wind farms to the satisfaction of the Department.
- (c) The reports will have the following characteristics:
 - Detail the assessment methodologies.
 - Provide adequate levels of detail.
 - Identify the prevailing weather patterns.
 - Be accurate and objective.
 - Be properly referenced.
 - Be compliant for methodology used.
 - Be complete in all respects.
 - List issues and non compliances.
 - Compare and discuss the performance achieved under any previous compliance reporting.

- Provide analysis and make recommendations
- Clearly demonstrate the level of compliance or otherwise arising from each monitoring event.

(d) A standard template is to be used for each monitored location that summarises the regression analysis of each integer wind speed for the range of noise indices and special noise characteristics identified in both the SA 2003 Guideline and the Draft NSW Guidelines. A table similar to that shown below is to be developed:

		Wind Speeds at 10 m (if required in CoA) otherwise at hub height									
		4	5	6	7	8	9	10	11	12	
SA 2003 Guideline	Criteria										
	Prediction										
	24hr										
	Leq (10 min)										
	Predicted - Measured										
	15 hr										
	Leq (10 min)										
	15 hr										
	L90 (10 min)										
	15 hr										
Draft NSW Guideline	L90 + 1.5 dB										
	Tonality										
	Modulation										
	Low Frequency										
	9 hr										
	Leq (10 min)										
	9 hr										
	L90 (10 min)										
	9 hr										
	L90 + 1.5 dB										
SA 2003 Guideline	Tonality										
	Modulation										
	Low Frequency										

Notify noise exceedance

The Department is to be notified as soon as practicable if noise monitoring identifies potential non-compliance with the noise criteria. If directed by the Department, the following information will need to be provided as a minimum:

- Location
- Date and time
- Extent
- Likely cause
- Recommendation to mitigate the impacts
- Recommendation to prevent future occurrence

Participation of observer

The Department may nominate persons to observe the noise monitoring.

REVIEW PERFORMANCE AGAINST DRAFT NSW GUIDELINES

- Analyse the performance of the wind farms against the Draft NSW Guidelines.
- Prepare a report summarising the performance of the existing wind farms against the Draft NSW Guidelines.
- Advise the Department on any potential improvements to the Draft NSW Guidelines.

3.2 Responsibilities of Successful Tenderer

The successful Tenderer will be responsible for:

- Attendance and participation in 6 meetings:
 - 3 meetings with Council's; and
 - 3 meetings with community member's
- Delivery of all elements outlined in the Scope of Works.
- Listing key staff that will be assigned to this work for the duration of the project.
- Liaising with the Department to agree on the final design of the noise monitoring program and the analysis methodology
- Liaise with the Department to advise of progress and identify any issues to be resolved to ensure effective monitoring and analysis.
- Following sound Occupational Health & Safety and risk management practices.

3.3 Program

- Work identified within this Brief is to be undertaken between March and August 2012, however noise monitoring is expected to occur over the winter period.
- The successful Tenderer will develop a program and milestones within the above constraints in consultation with the Department.

3.4 Deliverables (Reports)

- (a) All documents, reports, and databases are to be provided in electronic format (.doc, .xls or .ppt) and four (4) hard copies in A4 size, or as agreed.
- (b) The following reports will be prepared:
 - Review of noise compliance reporting: Capital Wind Farm
 - Review of noise compliance reporting: Cullerin Range Wind Farm
 - Noise Monitoring Report: Capital Wind Farm
 - Noise Monitoring Report: Cullerin Range Wind Farm
 - Noise Monitoring Report: Woodlawn Wind Farm
 - Wind Farm Performance against Draft NSW Guidelines
- (c) Draft reports will be presented to the Department for review. In commenting on draft reports, the Department will consider comments from all relevant stakeholders.
- (d) Notwithstanding any amendments requested by the Department, final reports are to be technically sound and any concerns in this regard will be discussed with the Department before finalisation.

PART C

4. TENDER REQUIREMENTS & CONDITIONS

4.1 Code of Practice and Code of Tendering

All Tenderers must comply with the *NSW Government Code of Practice* and the *NSW Government Code of Tendering* (the "Codes"). Lodgement of a Tender will be evidence of the Tenderer's agreement to comply with the Codes for the duration of the Tender period and any Tender that may be accepted.

If any Tenderer fails to comply with the Codes, its failure may be taken into account by the Department when considering this or any subsequent Tender and may result in this or any subsequent Tender being passed over.

4.2 Evaluation Criteria

The following Evaluation Criteria will be used as the basis for the evaluation of Tenders:

Experience and Technical Skills

- Qualifications and relevant technical skills of the individuals working on the project.
- Experience with specialist noise monitoring and reporting for operational wind farms or similar projects.
- Tenderers should provide examples of specific, relevant projects that the nominated team members have worked on, including the type and details of each project, noise monitoring and reporting methods, the name of the client and the date of the work.

Time Performance

- Demonstrated ability to deliver projects in a timely manner.
- Field and office resource capability to drive project and complete multiple tasks ahead of critical times.
- The ability of the methodology to comply with agreed timeframes.

Methodology

- Clarity and completeness of proposed methodology.
- Ability of the proposed methodology to achieve the required outcomes.
- Tenderers will need to demonstrate their understanding of the project by outlining their proposed methodology under the following headings:
 - Instruments to be used.
 - Locations of monitoring points.
 - Measurement and data collection.
 - Presentation of data.
 - Identification of attenuation/directivity effect.
 - Unattended monitoring.
 - Attended monitoring.
 - Ambient noise and wind factors.
 - Software used for analysis.
 - Risk management and false readings.
 - Limitations and risk.
 - Compliance with statutory requirements.

- Tenderers will need to provide a list of the proposed instruments for noise monitoring including the following information:
 - Manufacturer, model and classification.
 - Accuracy level.
 - Calibration certificates from NATA or other certifier.
 - Suitability for purpose (e.g. time splice recording and other relevant attributes)

Value of Financial Offer

The Value of Financial Offer is the proposed total cost to complete the project (as an upper limiting fee), comprising:

- the lump sum Tender price;
- a breakdown of costs by task and team member, including details of the hours to be worked (and hourly rates) for each team member; and their position title;
- a percentage breakdown of costs to achieve each milestone; and
- a description of the proponents approach to ensuring that the services represent value for money.

A Value of Financial Offer template has been developed to standardise tender pricing information and will be made available to tenderers seeking to bid for this project. Please complete the template and submit with your tender. The details that need to be completed on the template are highlighted in yellow background.

Note that the Department is not bound to accept the lowest or any Tender on the basis of financial offer alone.

4.3 Information to be provided

The Tender should include relevant information to satisfy the Evaluation Criteria. In this regard, responses to this brief should provide the following:

- a proposed methodology to complete the scope of work required in this brief including key milestones and completion dates;
- detailed % costs of total quote associated with the achievement of each milestone for inclusion in any future contract that may be entered into;
- demonstrated capability to undertake works identified in the scope of works;
- relevant examples of team members' experience;
- a description of the role of key team members;
- the project timeframe;
- the proposed cost to complete the works and hourly charge out rates of team members;
- a breakdown of project budgets by both task and team member;
- detailed statements of availability of team members during the course of the study;
- the names and contact details of three referees that can be contacted; and
- confirmation that the proponent is agreeable to the Department's Professional Services Contractor Agreement.

4.4 Tenderer's Warranties and Insurances

Tenderer's Warranties as a Tender

By lodging a Tender a Tenderer represents and warrants to the Department that, as at the date of the Tender:

- all information and records to be supplied by the Tenderer in, and in relation to, its Tender are and will be true and accurate in all material respects;
- the Tenderer is a solvent legal entity and is under no form of administration or legal disability to contract of any kind; and

- the Tenderer has no conflict of interest or anticipated conflict of interest in entering into the Department's Professional Services Contractor Agreement and doing all things required of it under the Department's Conditions detailed in the Professional Services Contractor Agreement which has not otherwise been disclosed in writing to the Department prior to or at the time of lodging its Tender.

Insurance Coverage

The Department requests that Tenderers establish and maintain adequate insurance coverage for the following categories:

- Professional Indemnity Insurance (minimum cover of \$2M – the Department has determined this project is medium risk work which requires a minimum of \$2M PI insurance coverage);
- Public Liability Insurance (minimum cover of \$10M); and
- Workers Compensation.

Copies of current Insurance Certificates of Currency are required to be submitted with your Tender for all specified insurances.

4.5 Tenderer's OH&S Compliance

By lodging a Tender a Tenderer represents and warrants to the Department that, as at the date of the Tender and throughout the provision of services:

- The Tenderer provides a Safety Work Methods Statement that is compliant with the *NSW Work Health & Safety Act 2011* and the *Work Health & Safety Regulations 2011*. To view these documents go to:

<http://www.workcover.nsw.gov.au/newlegislation2012/WHSlawandpolicy>

4.6 Execution of DoP Conditions of Engagement

Formal Instrument of Agreement

The successful Tenderer must execute the Department's completed Conditions of Engagement and deliver it to Department within the time specified in the Notice of Acceptance or if no time is specified in the Notice of Acceptance, within 7 days of the date of the Notice of Acceptance.

Successful Tenderer Still Bound

If the Successful Tenderer does not execute and return the Department's completed Conditions of Engagement to the Department within the time required in the Notice of Acceptance (or these Conditions of Tendering), the Tenderer is bound to perform the Services for the Department pursuant to the Department's completed Conditions of Engagement as if it had been executed by both parties on the Acceptance Date.

4.7 Tender Documents (Project Brief)

Discrepancies in Tender Documents

Should a Tenderer find any discrepancy or error in or omission from any of the Tender Documents, it should notify the Department in writing as soon as possible.

No Obligation to Notify Discrepancy

The Department is under no obligation to notify Tenderers of any discrepancy or error in or omission from the Tender Documents discovered by or notified to the Department before or after the closing date.

Right to Amend Tender Documents

The Department may amend the Tender Documents (including by extending the date or time for closing of the Tender) at any time before the Closing Date by written addendum issued in identical form to each Tenderer. Any addendum issued will become part of the Tender Documents.

Addenda

No explanation, elaboration of, or amendment to the Tender Documents will be effective unless it is in the form of a written addendum issued by the Department.

Non-complying Tenders

Tenders not complying with the requirements of the Tender, or which offer conditions varying from those set out in these Tender Documents, or Tenders which are incomplete or not correctly submitted, will be regarded as non-compliant and the Department may exclude them from consideration in its absolute discretion.

4.8 Confidentiality of Tender Documents

Non-disclosure

A Tenderer must not disclose Tender Documents to any person who is not an employee, supplier or sub-contractor of the Tenderer involved in preparation of the Tender unless it has obtained the Department's prior written consent.

No Copying or Giving Away

A Tenderer must not provide any part or any copy of any part of the Tender Documents or their Tender to any person unless:

- it is provided for the purpose of preparing a Tender; and
- the person has agreed not to allow any part or copy so provided to be seen by any other person.

Reservation of Rights

The Department reserves all copyright and other rights of the nature of industrial and intellectual property in any and or all of the Tender Documents and no permission, licence or authority is granted by the Department to any person to use any of the Tender Documents for any purpose other than lodgement of a Tender in accordance with the Tender Documents.

4.9 Process Matters

Department of Planning Rights

The Department reserves the right to:

- Terminate the evaluation process for whatever reason without recourse from the proponent.
- Negotiate, or not negotiate, with any proponent.

Indicative Timeframe

The following proposed timeframe is indicative only.

Action	Date
Brief released	1 March 2012
Tenders due	15 March 2012
Evaluation and clarification period ends	26 March 2012
Approval by delegated officer	30 March 2012
Contract commencement	2 April 2012

4.10 Tender to Constitute Offer

Irrevocable Offer

Any Tender lodged will constitute an irrevocable offer by the Tenderer to the Department. The Tenderer agrees that the contents of its Tender (subject to any post-Tender alterations agreed in writing by the Department) will form a binding description of the offer by the Tenderer.

Time Limit

Each Tender lodged with the Department remains open and capable of acceptance until 10.00 am on the Validity Date.

No Revocation, Withdrawal or Variation

Except with the prior written consent of the Department, a Tenderer must not withdraw or revoke its Tender before 10.00 am on the Validity Date but may withdraw its Tender by written notice to the Department after that time provided the Tender has not been accepted by the Department in the meantime.

Compensation

The Department may seek compensation for the withdrawal of a Tender prior to 10.00 am on the Validity Date. Compensation will be the cost involved in the evaluation of the Tender until the date of notification of withdrawal and any subsequent evaluation of other Tenders caused by the withdrawal.

Exclusion of Variation etc

No purported variation, alteration or amendment to or of the Tender Documents by a Tenderer shall bind the Department, provided always that the Department may in its absolute discretion accept any form of Tender.

4.11 Acceptance of Tender

Time of Acceptance and Manner

A Tender shall not be deemed to be accepted unless and until the Department serves on the Tenderer a Notice of Acceptance and the Department's completed Conditions of Engagement duly executed by the Department.

Service

The Notice of Acceptance, together with the executed Department's Conditions of Engagement, may be delivered to the address for service of the Successful Tenderer nominated in its Tender, or sent by prepaid post to such address.

Date of Service

The date of service of the Notice of Acceptance will be:

- where the Notice of Acceptance is served personally on the Successful Tenderer or left at the address for service of the Tenderer specified in its Tender, the date upon which the Notice of Acceptance is handed to the Tenderer or left at the address for service of such Tenderer, as the case may be; or
- where the Notice of Acceptance is sent by prepaid post to the Successful Tenderer, the date of posting of the Notice of Acceptance.

Parties Bound

Upon acceptance of a Tender by the Department (by service of a Notice of Acceptance, and whether as originally submitted or as varied following negotiations after submission of the Tender), the Successful Tenderer is bound by the Department's completed Conditions of Engagement.

4.12 Rights of the Department of Planning

Right To Cancel/Evoke Request For Tender

The Department reserves the right at any time, whether before or after the Closing Date, to cancel or revoke its invitation to Tender and in that event no prospective Tenderer or Tenderer has any right to claim or demand against the Department.

Separate Tenders

The Department reserves the right to accept a separate Tender or separate Tenders for any one or more separable parts of the services the subject of the invitation to Tender. The Department may also accept all or any part of a Tender subject to satisfaction of stipulated conditions to which the Tenderer may be asked to agree.

Right to Negotiate

The Department reserves the right to negotiate with Tenderers after the Closing Date. The Department may negotiate with Tenderers to vary their Tenders on any grounds relevant to the Department obtaining the best commercial and technical result from the Request for Tender. The Department may withdraw from such negotiations at any time and commence negotiations with any other Tenderer without any obligation to invite proposals, Tenders, offers or submissions from any other Tenderer in respect of the terms which are the subject of such negotiation or variation.

Request for Further Information

The Department may request any Tenderer to supply further information if the particulars supplied by the Tenderer in the Tender are insufficient to enable the Department to evaluate the Tender to its satisfaction. Tenderers must supply any further information requested by the DoP within 2 days or as otherwise agreed with the Department's nominated contact officer after receipt of a written request for that information. The Department may also request the Tenderer to attend an interview. Any information supplied by the Tenderer in response to a request for further information or at an interview will, if so required by the Department, be deemed to form part of the Tenderer's Tender.

Right to Alter Terms and Conditions

Without limiting the generality of Clause 4.12 of the Conditions of Tendering, after the Closing Date the Department may alter or accept alterations to any of the terms and conditions of a Deed to be entered into by the Department with a Tenderer at any time, without, in its absolute discretion, notice to any other Tenderer.

4.13 Unsuccessful Tenderers

No Redress

Any person lodging a Tender which is unsuccessful is not entitled to any redress against the Department. Any decision by the Department in relation to the Invitation to Tender will be final and (subject to legal rights which cannot be excluded, released or modified) no unsuccessful Tenderer has any redress against the Department as a result of the Department exercising any or all of its rights in relation to the invitation to Tender.

No Obligation to Give Reasons

The Department is not obliged or required to give any reasons to any unsuccessful Tenderer or to disclose any matter in relation to the Successful Tenderer.

Tenderer's Costs

The Department is not responsible for and will not pay for costs, expenses or losses which may be incurred by any Tenderer (whether successful or otherwise) in the preparation of a Tender or negotiations arising in relation to a Tender.

4.14 Performance Reporting

1. Please note that the Department conducts performance reporting on project contractor engagements. A confidential performance report will be prepared at the conclusion of the contract and when finalised, you will be given feedback on our assessment and provided with an opportunity to comment on the assessment.
2. The Contractor authorises the Department to make information concerning the Contractor available to other NSW Government Agencies. Such information may include, but is not limited to, any information provided by the Contractor to the Department and any information relating to the Contractor's performance under the contract.
3. The Contractor acknowledges that information about the Contractor from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW Government Agencies considering whether to offer the Contractor future opportunities for NSW Government work.
4. The Contractor acknowledges and agrees that the communication of such information to any NSW Government agency is a communication falling within *Section 30 of the Defamation Act 2005 (NSW)*.
5. The Contractor releases and indemnifies the Department and the State of New South Wales from any claim in respect of any matter arising out of such communications. Without limitation of the above, the Contractor releases the Department and the State of New South Wales from any claim it may otherwise have for any loss to the Contractor arising out of the Contractor's performance under the contract by the Department, the communication of information relating to such assessment to any NSW Government Agency, or the use of such information by the recipient.

4.15 Lodgement of Tenders

The Department has transitioned to the use of eTendering to meet NSW Government advertising, reporting and disclosure requirements for Tender opportunities and awards.

eTendering : General Information

Proponents registering on eTendering will be advised of the Department's Tender opportunities and have access to other NSW Government Agencies who let new business. To register, go to <https://tenders.nsw.gov.au/nsw> and click on the "Register" link on the menu on the top section of the screen.

Once you have registered, you will start receiving automatic email notifications when Tenders in your nominated areas of expertise are advertised. You will be able to view advertisements, download electronic Tender documents and submit electronic Tender responses.

eTendering: This procurement

You are required to register on the eTendering website, <https://tenders.nsw.gov.au/nsw> and respond to the **Specialised Noise Component of Compliance Audits of Cullerin Range, Capital and Woodlawn Wind Farms Project Professional Services Brief, DoPI 2012/78** by downloading a copy of the Brief which will allow you to submit a soft copy of your Tender to the website. Tenders should be identified:

Commercial in Confidence

Specialised Noise Component of Compliance Audits of Cullerin Range, Capital and Woodlawn Wind Farms Project
DoPI 2012/78

Tenders must be received by eTendering before the closing time on the closing date.

Queries on the Tender submission process may be directed to the Department's Contracts Team on telephone number (02) 9860 1518 or by email to slrmail@planning.nsw.gov.au.

4.16 Timetable for Tenders

Relevant dates for this invitation to Tender are:

Closing Date for Tenders:	15 March 2012
Closing Time of Tenders:	10:00 am
Validity Period of Tenders:	90 days after the closing date

4.17 Enquiries

All enquiries relating to this invitation to Tender must be in writing and directed to:

Rob Sherry
Acting Compliance Manager
Department of Planning & Infrastructure
slrmail@planning.nsw.gov.au

Answers to questions raised may be forwarded to other proponents if the answer is of general relevance and/or assists in clarifying the requirements of the Department.

Tenders should be no more than 20 **A4 pages Arial 11 font** in total including attachments.

The acceptance or non-acceptance of late Tenders will be at the absolute discretion of the Department having regard to the provisions of the *NSW Government Code of Practice for Procurement - 18 January 2005*.