

REQUEST FOR TENDER

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| **Request for Tender (RFT):** | Shire of Dandaragan Preferred Supplier Panel – Technical Services (5 year period panel contract) |
|  |  |
| Deadline: | 4.00pm Thursday 17 August 2017 |
|  |  |
| Address for Delivery:NOTE: Tenders must be placed in a sealed envelope clearly marked ‘RFT 05 / 2017’. Failure to clearly mark the envelope could jeopardise the confidentiality of the Tender.**The Shire of Dandaragan accepts no responsibility for submitted Tenders failing to be in the Tender Box at the time and date of closing. Late Tenders will not be accepted.****Electronic mail (email) or facsimile Tenders will not be accepted.** | Tender BoxShire of DandaraganAdministration Centre69 Bashford StreetPO Box 676 JURIEN BAY WA 6516 |
|  |  |
| **RFT Number:** | 05 / 2017 |
|  |  |
| **Document ID:** | 95200 |

**Tenderers must ensure that they have provided two signed copies of their Tender (one to be marked “ORIGINAL” and unbound, the other to be marked “COPY” and bound). Any brochures or pamphlets must be attached to both the original and the copy.**

**The original must be unbound and clipped [not stapled or bound in any way (no ring binders)]. Must be suitable for scanning / photocopying.**

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1 PRINCIPAL’S REQUEST

## 1.1 Contract Requirements in Brief

The Shire of Dandaragan Preferred Supplier Panel will enable the Shire to engage identified contractors to supply various services and plant hire to support the delivery of Council’s annual maintenance and capital works programs.

This Contract will be a panel type Contract for a period of five (5) years.

**NOTE:**

**As the Contract is a panel type Contract requesting various service provisions and plant hire, Contractors are required to submit a Tender for the Contract only for individual items and services they feel they can effectively fulfil. Tenders will be assessed each individual area of submission.**

A full statement of the services required under the proposed Contract appears in the Specification - Part 2 and Special Conditions of Contract - Appendix A.

## 1.2 Request for Tender Documents

**BOUND INTO THIS VOLUME**

This Request for Tender is compromised of the following parts:

1. Part 1 – Principal’s Request (read and keep this part);
2. Part 2 – Specification (read and keep this part);
3. Part 3 – Respondent’s Offer (**complete and return this part**);
4. Part 4 – Appendix A – Special Conditions of Contract (read and keep this part);
5. Part 5 – Appendix B – Formal Instrument of Agreement & General Conditions of Contract (read and keep this part).

**REFERENCE DOCUMENTS**

1. Local Government Act 1995;
2. Local Government (Functions & General) Regulations 1996;
3. Occupational Safety & Health Act 1984 (State);
4. Occupational Safety & Health Regulations 1996 (State);
5. State Records Act 2000;
6. Freedom of Information Act 1992;
7. Public Interest Disclosure Act 2003; and
8. Shire of Dandaragan Policies, whilst the Shire does not have a Buy Local Preference Policy, Council’s procurement policy clearly states it is Council’s intention.

## 1.3 Definitions

Below is a summary of some of the important defined terms used in this Request.

|  |  |
| --- | --- |
| **Attachments:** | The documents you attach as part of your Response. |
| **Council's Contract Authority:** | Means Council's Chief Executive Officer or nominated representative.  |
| **Contractor:** | Means the person or persons, corporation or corporations whose Response is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations. |
| **Deadline:** | The deadline for lodgement of your Response. |
| **General Conditions of Contract:** | Means the General Conditions of Contract nominated in Part 1 and incorporated in a Contract in accordance with clause 1.10.10. |
| **Offer:** | Your offer to be selected to supply the Requirements. |
| **Principal:** | Shire of Dandaragan occasionally referred to in this document as the “Shire”. |
| **Request:** | This document. |
| **Requirements:** | The work requested by the Principal. |
| **Selection Criteria:** | The criteria used by the Principal in evaluating your Response. |
| **Special Conditions:** | The additional contractual terms. |
| **Tender:** | Completed Offer form, response to Selection Criteriaand Attachments. |
| **Tenderer:** | Someone who has or intends to submit an Offer to the Principal. |

## 1.4 How to Prepare your Response

1. Carefully read all parts of this document.
2. Ensure you understand the Requirements (refer section 2 Specification).
3. **Save this document to your computer.**
4. **Complete (Part 3) electronically on your computer**
5. **Complete, relevant components of section 3.4, electronically on your computer, that outline the services you wish to be considered for.**
6. **Print out, sign and return the Offer (Part 3)** in all respects and include all Attachments.
7. Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
8. Lodge your Tender before the Deadline.

## 1.5 Contact Persons

All communication between potential Tenderers and the Principal prior to the Deadline must be in writing.

At the sole discretion of the Principal, responses to questions may be forwarded to the questioner only, or broadcast to all potential Tenderers appearing on the Principal’s records as having received the RFT. The Principal may offer the questioner an opportunity to withdraw a question before the Principal broadcasts the response.

Tenderers should not contact any other person or rely on any information provided by any person other than:

**Name: Garrick Yandle**

**Position: Executive Manager Infrastructure**

**Telephone: 08 9652 0800**

**E-mail:** **emi@dandaragan.wa.gov.au**

**Name: Angus Padfield**

**Position: Asset Infrastructure Coordinator**

**Telephone: 08 9652 0800**

**E-mail:** **apadfield@dandaragan.wa.gov.au**

Requests for information will only be accepted through a formal email request. The applicant will provide the Principal with person’s name and contact details, the section the question relates and the information requested in detail. The Principal will either contact the respondent by phone or return email dependant on the detail of the information required.

No requests for information or clarification to the Tender Documents will be accepted later than one (1) working day prior to the closing date of Tender.

## 1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

1. Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer Form and Attachments) may be excluded from evaluation.
2. Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole of life costs are considered.
3. The most suitable Respondents may be short listed and may also be required to clarify their Tender, make themselves available for an interview, and demonstrate the proposed services offered. Referees may also be contacted prior to the selection of the successful Tender.

Successful preferred suppliers whose Tender for each specific component is considered the most advantageous Tender to the Principal will be listed on the Shire of Dandaragan’s Preferred Supply Panel for each relevant component.

## 1.7 Selection Criteria

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality products and / or services at a competitive price. The tendered prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Response containing the lowest price will not necessarily be accepted, nor will the offer ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

### 1.7.1 Compliance Criteria

These criteria are detailed within Part 3 of this document and will not be point scored. Each Response will be assessed on a Yes / No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### 1.7.2 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tender response against the qualitative criteria as detailed within Part 3 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

**NOTE: It is essential that Tenderers address each qualitative criterion.** Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the evaluation process or a low score.

### 1.7.3 Price Considerations

The Council has resolved to consider Tender submissions by qualitative criteria as outlined in Clause 3.3.2 of this document, therefore the price is assessed with quality.

## 1.8 Price Basis

**FIXED PRICES**

All unit prices for goods / services offered under this Request for Tender are to be fixed for the first year of the Contract, then the successful Contract will have a 30 day period (from the 1st anniversary of the Contract date) to renegotiate any units prices which may be subject to increases. Any proposed increase in contracted unit rate must be accompanied with supporting information to show relevant increase to cost to the Contractor.

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 1.9 Conditions of Tendering

### 1.9.1 Lodgement of Tender and Delivery Method

**The Tender must be lodged by the Deadline.**

**The Deadline for this Request is 4.00pm Thursday 17 August 2017.**

The Tender is to be delivered in hard copies in accordance with this clause:

(a) Delivered in hard copy, the Tender is to be:

(i) placed in a sealed envelope clearly endorsed with the Tender number and title as shown on the front cover of this Request; and

(ii) delivered by hand and placed in the Tender Box at the Shire Administration Centre, 69 Bashford Street, Jurien Bay (by the Tenderer or the Tenderer’s private agent) or sent through the mail to the Chief Executive Officer, Tender Box, Shire of Dandaragan, PO Box 676, Jurien Bay WA 6516.

Tenderers must ensure that they have provided two signed copies of their Tender (one to be marked “ORIGINAL” and unbound, the other to be marked “COPY” and bound). Any brochures or pamphlets must be attached to both the original and the copy.

The original must be unbound and clipped [not stapled or bound in anyway (no ring binders)]. Must be suitable for scanning / photocopying.

All pages must be numbered consecutively and the Tender must include an index.

### 1.9.2 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that it is not submitted at the time and at the place specified in the Request.

A Tender may be rejected without consideration of its merits in the event that:

1. the Tenderer does not submit an Offer Form which has been completed and signed together with all the required Attachments; or
2. the Tender fails to comply with any other requirements of the Request.

### 1.9.3 Late Tenders

Tenders received:

1. after the Deadline; or
2. in a place other than stipulated in this Request;

will not be accepted for evaluation and returned unopened to the Tenderer.

### 1.9.4 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders will be for the full requirement and the Principal will not accept Tenders offering part services. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### 1.9.5 Disclosure of Contract Information and Documents

Documents and other information relevant to the Contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

### 1.9.6 Alternative Tenders

**All Alternative Tenders MUST be accompanied by a conforming Tender.**

Tenders may be submitted as Alternative Tender or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked “**ALTERNATIVE TENDER**”.

The Principal may in its absolute discretion reject any such Alternative Tender as invalid.

If the Tender is marked as an Alternative Tender, any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### 1.9.7 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council’s resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### 1.9.8 Registration or Licensing of Contractors

Where an act or ordinance of the State of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer must state on the Tender Form in the space provided, its registration or license number.

The Tender **will not** be considered if the Tenderer fails to provide such registration or license number.

### 1.9.9 General Conditions of Contract

Responses will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services **(refer to Appendix A)**.

### 1.9.10 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions herein and those in the General Conditions of Contract the terms and conditions appearing in this Request will have precedence.

### 1.9.11 Presentation of Documents

This document has been collated by mechanical means and Tenderers should check to ensure that it includes all pages, which are numbered consecutively, and that all supplements referred to are also included.

Supplements that have been referred to in any section of the Specification are included at the back of this document and must be read in accordance to the section which they refer.

### 1.9.12 Tenderers to Inform Themselves

Tenderers will be deemed to have:

1. examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
2. examined all further information relevant to the risks; contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
3. satisfied themselves as to the correctness and sufficiency of their Tender including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
4. acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
5. satisfied themselves they have a full set of the Request documents and all relevant Attachments.

### 1.9.13 Disclaimer

The contents of this Request for Tender (RFT) are believed to be accurate at the date of this RFT. The statements, opinions, projections, forecasts or other information contained in this RFT may change.

### 1.9.14 Goods & Services Tax (GST)

Tendered prices must exclude Goods & Services Tax (GST).

For the purpose of this clause:

“GST” means goods and services tax applicable to any taxable supplies as determined under the GST Act.

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the state of Western Australia.

“Supply” and “taxable supply” have the same meanings as in the GST Act.

Where the requirement subject of this Request or any part thereof is a taxable supply under the GST Act, the price fee or rates tendered by the Responder must be exclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal must be entitled to (though not obliged) to take into account the effect of the GST upon each Tender.

### 1.9.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

### 1.9.16 Risk Assessment

The Principal may have access to and give consideration to:

1. any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
2. any information produced by the bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

### 1.9.17 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### 1.9.18 Canvassing of Elected Members or Officers

If a Tenderer, whether personally or by an agent, canvasses any of the Principal’s Commissioners or Councillors (as the case may be), or Officers with a view to influencing the acceptance of any Tender made to it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal will omit the Tenderer from consideration.

### 1.9.19 Identity of the Tenderer

The identity of the Respondent and the Contractor is fundamental to the Principal.

The Respondent is the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### 1.9.20 Tender Opening

Tenders will be opened in the Principal’s offices, following the advertised Deadline.

The names of the persons who submitted a Tender by the Deadline will be read out at the Tender opening. No discussions will be entered into between Tenderers’ and the Principal’s officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at 4.00pm (AWST) on Thursday 17 August at the Shire of Dandaragan Administration Office, 69 Bashford Street, Jurien Bay.

**NOTE:**

The tendered prices **will not** be disclosed at the opening of this Tender.

### 1.9.21 In-house Tenders

The Principal **does not** intend to submit an in-house Tender.

### 1.9.22 Negotiations in Good Faith

This Tender is a binding Contract for a five (5) year period. It is acknowledged that costs, items, supply, conditions and other issues may change during the term of this Contract. In Contract law, the implied covenant of good faith is a general presumption that the parties to a Contract will deal with each other honestly, fairly, and in good faith, so as to not destroy the right of the other party or parties to receive the benefits of the Contract.

For the period of this Contract, the term “good faith” means to act with honest intent regardless of the outcome. The Principal agrees to openly discuss and contribute towards resolving any issues that arise in good faith. The successful Tenderer is also expected to adopt this concept.

# 2 SPECIFICATION

## 2.1 General

It is expected that the plant and services will be available to commence as required by 02 October 2017, and be available for the full five (5) year period as required. Items will be selected on the basis of the most economically and efficient method of completing the task within the budget and timeframe.

Each item of plant and equipment shall be fully self-contained, which means:

* Provided with a suitably qualified and experienced operator~~, with a minimum of five years’ experience on the specific item of plant~~.
* Must be able to provide sufficient fuels and oils for the terms of its use.
* Must be responsible for own maintenance and servicing.
* Must include full accommodation cost for operator(s) and any service staff.
* Must be fully insured to indemnify the Shire of Dandaragan from loss or damage.

This Contract will be a panel type Contract for a period of five (5) years.

Each component of this Tender will endeavour to short list three (3) preferred suppliers, however the total number of short listed suppliers will be at the discretion of Shire staff relevant to the quality of submissions received and services required. At all times Shire staff will operate within the confines of the Local Government Act in conjunction with the Shire’s Purchasing Policy. The procurement methodology for the contracting of itemised services will be undertaken on a case by case basis at the discretion of the relevant Shire officer in accordance with the relevant purchasing procedures.

Where possible Shire officers will be encouraged to seek multiple quotations on a project by project basis from organisations short listed on the Shire of Dandaragan’s Preferred Supplier Panel.

The Shire is under no obligation to use suppliers short listed on the Preferred Supply Panel, and may use their own plant and workforce, and / or an alternative Contractor to complete tasks. The actual selection of a Contractor will be solely at the relevant Shire officer’s discretion, based on a project by project basis and provide the best suitable outcome for the Shire of Dandaragan.

The successful short listed preferred suppliers will have no claim against the Shire of Dandaragan should they not be awarded any particular task or services.

Should any of the short list preferred suppliers not be able to carry out the works or supply satisfactory items of plant or services, then the Shire of Dandaragan will go to the industry market to source the appropriate item of plant or service.

Below is a list of plant and services required and the tasks these are likely to be undertaken during the term of the hire.

**Technical Services**

1. Strategic Community Development Consultancy Services
2. Engineering Consultancy Services
3. Environmental Consultancy Services
4. Asset Management Services
5. Architectural Services

It is expected that the successful Contractor will submit all company details, staff qualifications, current licenses, qualifications, machinery specification, capacity and insurance certificates applicable for the efficient, effective and safe provision of the services requested.

It should be clearly understood that this is a five (5) year period panel Contract and some projects may be remote in location and only items of plant or services will be selected if all regulatory compliances are current and the items of plant and services are fit for purpose at the discretion of the Site Project Manager. Worksite safety is our highest priority.

## 2.2 The Client

The client is the Shire of Dandaragan and the Executive Manager Infrastructure will be the direct Contact for the duration of this Contract, along with other Infrastructure Department staff with whom it will be necessary to consult on a regular basis.

## 2.3 Site Details

All works to be carried out under the Contract will be within the Shire of Dandaragan. The Tenderers should make themselves aware of the entire Shire area, and submit only services and equipment that are able to safely service the entire Shire.

## 2.4 Client Approvals

The successful Tenderer must obtain the approval of the relevant Shire contact person (by way of obtaining a Shire of Dandaragan purchase order) prior to commencing any works. Failure to obtain a valid purchase order may result in not being paid for such works.

## 2.5 Shire of dandaragan Resources

The Shire of Dandaragan will be responsible for the following information pertaining to the project area:

* State Government agencies approval
* Funding
* Contractor induction
* Strategic documents
* All relevant Council policies

## 2.6 tender briefing session

A tender briefing session will be held at the Shire of Dandaragan Administration Centre, 69 Bashford Street, Jurien Bay with all prospective tenderers. The meeting will commence on Tuesday 1 August 2017 at 10:00am Please phone either Denaye or Julie on (08) 9652 0800 or email es@dandaragan.wa.gov.au to register your attendance prior to the briefing session.

# 3 Tenderer’s OFFER

## 3.1 Offer Form

Chief Executive Officer

Shire of Dandaragan

69 Bashford Street Jurien Bay

PO Box 676

JURIEN BAY WA 6516

|  |  |
| --- | --- |
| I / We:  |  |
| (BLOCK LETTERS) |

|  |  |
| --- | --- |
| of: |  |
|  |  |
| (ADDRESS) |

|  |  |  |  |
| --- | --- | --- | --- |
| ABN / GST Status:  |  | ACN (if any): |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Telephone No:  |  | Facsimile No: |  |

|  |  |
| --- | --- |
| Email (if any): |  |

**In response to Request for Tender: 05 / 2017 Preferred Supplier Panel – Technical Services**

I / We agree that I am / We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council’s resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I / We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_

|  |  |
| --- | --- |
| Signature of authorised signatory of Tenderer:  |  |

|  |  |
| --- | --- |
| Name of authorised signatory: |  |
| (BLOCK LETTERS) |

|  |  |
| --- | --- |
| Position:  |  |

|  |  |
| --- | --- |
| Address:  |  |
|   |  |

|  |  |
| --- | --- |
| Witness Signature:  |  |

|  |  |
| --- | --- |
| Name of witness: |  |
| (BLOCK LETTERS) |

|  |  |
| --- | --- |
| Address:  |  |
|   |  |

## 3.2 Tenderer’s Response

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the Evaluation Panel with their assessment.

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Response).

### 3.2.1 Referees

|  |  |  |
| --- | --- | --- |
| Attach details of your referees, and label it **“Referees”**. You should give examples of services provided for your referees (at least two). | **“Referees”** | Tick if attached🞏 |

### 3.2.2 Subcontractors

|  |  |
| --- | --- |
| Do you intend to subcontract any of the Requirements? | Yes / No |
| If Yes, in an attachment labelled **“Subcontractors”** provide details of the subcontractor(s) including:(a) the name, address and the number of people employed; and(b) the Requirements that will be subcontracted. | **“Subcontractors”** | Tick if attached🞏 |

### 3.2.3 Conflicts of Interest

|  |  |
| --- | --- |
| Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? | Yes / No |
| If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it **“Conflicts of Interest”**. | **“Conflicts of Interest”** | Tick if attached🞏 |

### 3.2.4 Insurance Coverage

|  |  |  |
| --- | --- | --- |
| The insurance requirements for this Request are stipulated in the Special Conditions. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled **“Insurance Coverage”**. A copy of the Certificate of Currency is to be provided to the Principal within Five (5) working days of acceptance. | **“Insurance Coverage”** | Tick if attached🞏 |
| ***Type*** | ***Insurer - Broker*** | ***Policy Number*** | ***Value ($)*** | ***Expiry Date*** |
| Public Liability |  |  |  |  |
| Workers Compensation |  |  |  |  |
| Professional Indemnity |  |  |  |  |

##

## 3.3 Selection Criteria

### 3.3.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

|  |  |
| --- | --- |
| **DESCRIPTION OF COMPLIANCE CRITERIA** | **YES / NO** |
| * Compliance with the Specification contained in the Request.
 | Yes / No |
| * Compliance with the Conditions of Tendering this Request.
 | Yes / No |
| * Compliance with and completion of the Price Schedule.
 | Yes / No |

### 3.3.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

* all information relevant to your answers are to be contained within your response to each criterion;
* Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
* Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
* Tenderers are to address each issue outlined within a qualitative criterion.

| **DESCRIPTION OF QUALITATIVE CRITERIA** | **WEIGHTING****%** |
| --- | --- |
| 1. **Capabilities**

**Outline the key services, skills, personnel and equipment that your company can provide the Shire of Dandaragan.**1. Key services and skills (10%)
2. Key personnel (10%)
3. Relevant equipment (5%)
 | 25% |
| 1. **Relevant experience in providing this service (include referees)**

**Provide details of previous successful delivery of services:**1. Up to a maximum of 5 projects (20%)
2. 1 paragraph description outlining scope of work (10%),
3. Cost (5%),
4. Timeframe (5%)
	1. Referee (10%) - Must include referee details.

**Scaling of Project Clients*** Shire of Dandaragan (scale 1).
* Regional WA local government authorities (scale 0.8).
* WA local government authorities (scale 0.6).
* State Government agencies (scale 0.4)
* Other clients (scale 0.2).
 | 50% |
| **C) Local Supplier****Outline the primary location of your business**1. Shire of Dandaragan (max 25%)
2. Neighbouring local government authority (max 20%)
3. Regional WA (max 15%)
4. Perth (max 10%)
5. Other (max 5%)
 | 25% |
| **D) Price****Provide unit rates for the following relevant items where applicable**1. Service
2. Personnel
3. Equipment
4. Other
 | For reference purposes onlyUse to compare Similar Tenders. |

## 3.4 SERVICES AND price information

Tenderers **must** complete the following “Services and Price Schedule”. Before completing the Services and Price Schedule, Tenderers should ensure they have read this entire Request for Tender.

Price information, specifically unit rates for various items of equipment and services, will provide the Shire with an indicative pricing schedule for the various items. It will also allow the Shire to engage the relevant contractor at a predetermined rate for specific services where the work required can be on a simple schedule of rates basis.

For more complex projects Shire staff may develop a scope of works and seek lump sum quotes or cost estimates from the relevant contractors on the Panel. Such projects will be on an as needs basis and the selection of invited contractor/s will be at the discretion of the relevant Shire staff member.

Where Shire staff required contractor input into the development of the scope for specific projects they may issue a Request for Proposal asking the contractor/s to develop a cost estimate which includes clarification of scope and a delivery methodology.

### 3.4.1 Electronic Funds Transfer (EFT)

Do you have the facility for payments by EFT? Yes [ ]  No [ ]

### 3.4.2 Services and Price Schedule

|  |  |
| --- | --- |
| **Contract No:** | **RFT 05 / 2017** |
| **Description:** | **Preferred Supplier Panel – Technical Services**  |
| **Contractor:** |  |

The Shire of Dandaragan has a requirement to hire various plant (with or without operator), equipment and services to deliver a number of projects along with the Council’s annual maintenance and capital works program.

This Contract will be a panel type Contract for a period of five (5) years.

Below is a list of plant and services required and the tasks these are likely to be undertaking during the term of the hire.

|  |  |
| --- | --- |
| **LIST OF SERVICES** | **Tick If Submitting** |
| **Part A – Professional and Technical Services** |  |
| **1.     Strategic Community Development Consultancy Services**  | 🞏 |
| **2.     Engineering Consultancy Services** | 🞏 |
| **3.     Environmental Consultancy Services** | 🞏 |
| **4.     Asset Management Services** | 🞏 |
| **5.     Architectural Services** | 🞏 |

|  |  |
| --- | --- |
| **Capabilities (25%)** | **Relevant Category** **(list category to each relevant item)** |
| **Key Services and Skills** *(Max 10)** Add services details as required (1 paragraph description for each service)
* Eg preparation of business plans
* Insert new line for each service
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| --- | --- |
| **Key Personnel** *(Insert rows as required)** Add key personnel details as required
* EG Bob Smith (Principal Planner, 20 years experience, 1 paragraph biography)
* Insert new line for each person
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| --- | --- |
| **Key Equipment** *(Insert rows as required)** *Add equipment details as required*
* Eg Colour Printers and Maps A4 – A1
* Insert new line for equipment item
 |  |
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| --- | --- |
| **Previous Experience (50%)** | **Relevant Category** **(list category to each relevant item)** |
| **Previous Project Delivery** *(max 5)** include Client Referee and Contact person, description 1 paragraph max, value, timeframe,)
* Eg Jurien Bay Town Centre Strategy, Shire of Dandaragan, Ian Rennie, description of project, $10,000, 6 months).
 |  |
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| --- |
| **Location of Business Premises (25%)**  |
| ·                List location of business premises and relevant contact details. (ie Head Office and Satellite Office) |
| **Head Office -** **Street Address -** **Postal Address -** **Office Telephone -** **Email -** **Website -**  |
| **Satellite Office -** **Street Address -****Postal Address -****Office Telephone -****Email -****Website -** |
| Insert new line for any other relevant offices |

|  |
| --- |
| **WALGA Preferred Supplier or CUA**  |
| **Is your company currently a WALGA Preferred Supplier or hold WA State Government Common User Agreement (CUA)** | **Y/ N** |
| **Please list the supply contract that your company falls under** | *(List WALGA Preferred Supplier or CUA Contracts here)*  |

**Technical Services**

**Item 1. Strategic Community Development Consultancy Services**

Work tasks include (but not limited too):

* preparation of business plans
* feasibility studies
* strategic planning
* town planning
* community consultation

|  |
| --- |
| **Pricing** |
| **Position Title (List applicable Position Titles with relevant hourly rate – insert rows below as required)** | **Rate** | **Unit** |
| *(List relevant roles and services here and below)* |  | *(list unit)* |
| Travel |  | per kilometre |

**Item 2. Engineering Consultancy Services**

Work tasks are (but not limited too):

* engineering design and advice
* project management services
* technical works support

|  |
| --- |
| **Pricing** |
| **Position Title (List applicable Position Titles with relevant hourly rate – insert rows below as required)** | **Rate** | **Unit** |
| *(List relevant roles and services here and below)* |  | *(list unit)* |
| Travel |  | per kilometre |

**Item 3. Environmental Consultancy Services**

Work tasks are (but not limited too):

* environmental design and advice
* technical works support

|  |
| --- |
| **Pricing** |
| **Position Title (List applicable Position Titles with relevant hourly rate – insert rows below as required)** | **Rate** | **Unit** |
| *(List relevant roles and services here and below)* |  | *(list unit)* |
| Travel |  | per kilometre |

**Item 4. Asset Management Services**

Work tasks are (but not limited too):

* formulation of asset management plans
* general asset management services

|  |
| --- |
| **Pricing** |
| **Position Title (List applicable Position Titles with relevant hourly rate – insert rows below as required)** | **Rate** | **Unit** |
| *(List relevant roles and services here and below)* |  | *(list unit)* |
| Travel |  | per kilometre |

**Item 5. Architectural Services**

Work tasks are (but not limited too):

* General Architectural services
* Landscape Architectural services

|  |
| --- |
| **Pricing** |
| **Position Title (List applicable Position Titles with relevant hourly rate – insert rows below as required)** | **Rate** | **Unit** |
| *(List relevant roles and services here and below)* |  | *(list unit)* |
| Travel |  | per kilometre |

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_

Respondent may include additional information and prices at this section.

APPENDIX A - SPECIAL CONDITIONS OF CONTRACT

##

## period of contract and termination

**SUPPLY CONTRACT**

The Contract is to be completed on supply of the Requirements.

## insurances

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

1. Public liability insurance in the sum of at least $10,000,000 (Ten million) in respect of any one occurrence and for an unlimited number of claims.
2. Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).
3. Professional indemnity insurance in the sum of at least $1,000,000 (one million) in respect of any one occurrence and for an unlimited number of claims, only if supplying professional services

## Fee for Service

The Contract is on the basis of a fee for services provided. Should the project at any point and for any reason not proceed to completion, then payment will be on the basis of the works/services provided and agreed at the point the project ceases and the Contract will be terminated.

## Payment Terms

For the supply of all services under this Contract a lump sum payment will be made at the completion of the specified works.

Payment may be in the form of program claims for each milestone achieved as negotiated with the successful Tenderer(s) and the Project Manager. Tenderers may submit their preferred payment schedule for consideration. This schedule will not form part of the assessment criteria.

Payment for work performed shall be made at the applicable tendered rate. Council reserves the right to make deductions for any failure on behalf of the Contractor to execute the works in accordance with this specification.

The rates and prices entered shall include fully for all the obligations of the Tenderer under the Contract.

The Council shall pay each invoice on net thirty(30) days of the date of receipt of the invoice, provided and to the extent that nothing in the invoice is in dispute.

## Electronic Funds Transfer (EFT)

The Principal shall pay the Contractor by Electronic Funds Transfer (EFT) and the Contractor shall provide all the necessary information required to facilitate EFT payment processing. The Principal guarantees the confidentiality and security of all such information provided by the Contractor.

## Contractor record keeping obligations

The Contractor shall maintain and submit records each day, or as directed by the Project Manager, in accordance with the State Records Act 2000 and Clause 4, Conditions of Contract for Services.

## CONFIDENTialitY, OWNERSHIP & USE OF INFORMATION

Confidentiality, ownership and use of information generated by the Contract shall be in accordance with the Conditions of Contract.

All material and information acquired (including any photographic documentation) during the course of the project will become the exclusive property of the Shire of Dandaragan. All copyright created, as a result of the project shall vest in the Shire of Dandaragan.

**NATIONAL STANDARD FOR CONSTRUCTION WORK – OCCUPATIONAL SAFETY & HEALTH REGULATIONS 1996**

Where there are 5 or more workers working at a worksite this is deemed to be a Construction Worksite and the Contractor will be required to provide a Safe Work Plan as per the National Standard for Construction Work.

## Dispute Resolution

In the first instance, Project Manager or the Executive Manger Infrastructure/Major Projects will negotiate a dispute resolution in good faith before implementing the following dispute resolution process.

(a) Any question dispute or difference of any kind arising out of or in connection with the Contract must be resolved in accordance with this Clause.

(b) A Project Manager or the Executive Manger Infrastructure/Major Projects of each of the parties must meet within 2 Business Days after the date when one party serves on the other a Notice and in good faith, attempt to resolve the Dispute.

(c) If within 2 Business Days of the first meeting under, the Dispute is not resolved, the Principal or the Principal’s delegate and the Contractor, or the Contractor’s delegate must meet within 5 Business Days of the expiry of the 2 Business Days and, in good faith, attempt to resolve the Dispute.

(d) If the Dispute is not resolved within 20 Business Days of the first meeting, or such further time as may be agreed, the parties must refer the Dispute to conciliation by an accredited conciliator agreed by the parties, or failing agreement on the conciliator and terms of appointment within a further 5 Business Days, an accredited conciliator appointed by the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia. The terms of the appointment must be in accordance with the Institute of Arbitrators and Mediators Australia Conciliation Rules. The location of the conciliation shall be Perth, Western Australia or other location determined by the Principal.

(e) The reference to conciliation will commence when either party gives notice to the other requiring resolution of the Dispute.

(f) The parties agree to participate in the conciliation in good faith. Any information or document obtained through or as part of the reference to conciliation is confidential and may not be used for any purpose other than the settlement of the Dispute.

(g) The parties will share equally the conciliator’s fees for any conciliation.

(h) If the Dispute is not resolved within 15 Business Days of the commencement of the reference to conciliation, either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

(i) Unless the Parties agree otherwise in writing, the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia is appointed as the Prescribed Appointor for all disputes.

(j) Subject to circumstances beyond the control of the parties permitting, each party must continue to perform the Contract even though a Dispute exists or proceedings have been commenced.

## Termination of Contract

The Shire of Dandaragan reserves the right to terminate the Contract by 7 days advice in writing in the event of any of the following circumstances:

1. Failure on the part of the Contractor or Service Company, their employees or agents, to achieve performance goals as agreed between both parties prior to signing of the Contract.
2. Failure on the part of the Contractor, Service Company, their employees/agents, to maintain the good name of the Shire of Dandaragan through any misleading or improper conduct.
3. Insolvency of the Contractor or Service Company.
4. Any improper or unacceptable behaviour or activities of the Contractor, service company or their employees/agents which can reasonably be shown to affect the provision or quality of service under this agreement and which is not remedied within seven days after receipt of the complaint by the Contractor or service company.
5. If an event of termination occurs and a termination notice is served on the Contractor or Service Company, any alliance under the Contract will come to an end.
6. The Shire of Dandaragan reserves the right to immediately make arrangements for the provision of service to meet the needs of ratepayers as specified in the Tender document. Further, that all costs involved in securing a new service over and above that which would have been paid to the original Contractor or service provider during the Contract period will be recovered.
7. Nothing in this part will preclude the Shire of Dandaragan from recovering damages suffered from the Contractor/service company as a result of early termination of the Contract.

APPENDIX b - Formal instrument of Agreement and General CONDITIONS OF CONTRACT

CONTRACT NO.

RFT 05-17

AGREEMENT

BETWEEN

Shire of Dandaragan

&

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FORMAL INSTRUMENT OF AGREEMENT

THIS Contract is made on the Day of  **2017** BETWEEN:

**THE SHIRE OF Dandaragan** having its office in the State of Western Australia at 69 Bashford Street (“the Principal”); and

The Contractor mentioned in the Schedule **…………………………………………….**

having its offices at **……………………...........................………** (“the Contractor”)

RECITALS

The Principal, in its capacity as the local government under section 2.5 and its subsections of the Local Government Act 1995, desires the performance of the Services and the Contractor has agreed to perform the same upon the terms and conditions set out in this Contract.

IT IS AGREED AS FOLLOWS

**1**. **Definitions and Interpretations**

* 1. **Definitions**

In this Contract words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and in the specification hereinafter referred to, except that the term:

“General Conditions of Contract” means General conditions of contract contained herein.

* 1. **Construction**
		1. References to statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.
		2. Where a reference is made to any person, body or authority that reference will, if the person, body or authority has ceased to exist, be deemed to be a reference to the person, body or authority which serves substantially the same objects as that person, body or authority.
		3. Where the day or last day for doing anything on which an entitlement is due to arise is a Saturday, Sunday, Public or Bank Holiday in Western Australia, the day or last day for doing the thing or date on which the entitlement arises will, for the purpose of this Contract, be the immediately following day, that is not a Saturday, Sunday or Public or Bank Holiday.
	2. **Consent of Principal**

Where the Principal’s consent or approval is required the consent or approval must not be unreasonably withheld.

1. **Constitution of this Contract**

The following documents attached hereto (including any alterations made and initialled by both parties) shall constitute this Contract, namely the following:

1. correspondence to the extent it varies any aspect of this Contract;
2. this document;
3. Specification and Special Conditions;
4. Price/Rates Schedule; and
5. Contractor’s Tender submission of  **……………………………**

In construing this Contract and in the event of any inconsistency in these documents, the order of precedence shall be from (a) to (e) as set out in this clause.

1. **Consideration**

In consideration of the satisfactory, timely and complete performance of the Services by the Contractor in accordance with the Contract, the Principal shall pay to the Contractor the amount calculated on the basis of the price or such other contract sum as may become payable to the Contractor pursuant to the provisions of the Contract.

1. **Contractor’s Warranty**

The Contractor Warrants that it has significant knowledge and experience in providing the Services and that it has and will continue to have an adequate, skilled, competent and fully trained organisation capable in all aspects of performing the Services.

EXECUTED by the Parties

SIGNED by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tony Nottle

Chief Executive Officer

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Note: **Witness** must sign and then print name)

WITNESS: NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED by the said

**(Contractor)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director

Of ……………………………..……………………………….. A.B.N. ………………………………..

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Note: **Witness** must sign and then print name)

WITNESS: NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_