

October 2023

Guidelines for Principals – sample documents

This TECHguide includes three sample documents to demonstrate tendering and contract documentation for different types of projects using the AUS-SPEC Local Government specification system. The sample documents included are for supply, delivery and placement of sprayed bituminous surfacing; construction of a road and external surveillance services.

Prepared by

NATSPEC

www.natspec.com.au



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GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**1 INTRODUCTION**

This TECHguide includes sample contract documents to demonstrate contract documentation required for three different types of projects using the AUS-SPEC Local Government specification system. The sample contracts included are:

- Sample Document 1: Supply, delivery and placement of sprayed bituminous surfacing.
- Sample Document 2: Construction of a road.
- Sample Document 3: External surveillance services.

1.1 Referenced documents**Worksections**

The following worksections are referred to in this guide by reference:

- *0120 Pre-tendering contract preparation*
- *0122 Information for tenderers*
- *0123 Conditions of tendering*
- *0124 Tender submission documents*
- *0125 Standard contract checklists*
- *0136 General requirements (Construction)*
- *0147 Conditions of contract*
- *0152 Schedule of rates – supply projects*
- *0161 Quality (Construction)*

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**2 SAMPLE DOCUMENT 1 – SPRAYED BITUMINOUS SURFACING****Notes on the preparation of Sample Contract 1**

In the preparation of this sample contract, the following assumptions were made:

- It was anticipated that only established contractors would viably tender for this work. Therefore, a comprehensive Quality Manual and specific Quality Plan for the contract was required.
- AS 2124 was selected for the General Conditions of Contract. (Councils using the AS 4000 series may substitute AS 2124 with AS 4000 at the appropriate place in Volume 1 Conditions of Contract).
- Amendments to AS 2124 were required and followed recommendations from AUS-SPEC TECHguide TG102 *Guidelines for Principals – standard contracts*. AS 2124 was referenced but not included in document copies.
- It was decided that the Contractor would control traffic at worksites and therefore the relevant text was included from the *1101 Control of traffic* worksection for inclusion in this sample contract document rather than including the worksection in its entirety.
- Relevant text was extracted from the *1143 Sprayed bituminous surfacing* worksection for inclusion in this sample contract document rather than including the worksection in its entirety.
- A clause on stockpile site requirements was added to the *1143 Sprayed bituminous surfacing* worksection.

**GOVERNVILLE SHIRE COUNCIL
COUNCIL LOGO**

**CONTRACT No. SAMPLE 1
QUALITY ASSURED, SCHEDULE OF RATES CONTRACT**

**for the
SUPPLY, DELIVERY AND PLACEMENT**

**of
SPRAYED BITUMINOUS SURFACING**

**for the period
JULY 2020 to JUNE 2021**

PREPARED BY: COUNCIL'S ENGINEERING SERVICES SECTION
DATE: MAY 2020
COPY No: 1

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Contract No: SAMPLE 1

Contract Title: SUPPLY, DELIVERY AND PLACEMENT OF SPRAYED BITUMINOUS SURFACING

3 SECTION A: TENDER INFORMATION

3.1 Information for Tenderers

This tender is for Contract No. SAMPLE 1, for the supply delivery and placement of sprayed bituminous surfacing within the Shire over a period of twelve months from the date of acceptance of tender.

It is a Contractor Quality Assured Contract with the method of payment being Schedule of rates with lump sum items for Quality Management.

The document may be purchased from:

Council Name:	Governville Shire Council
Section/Dept:	Engineering Services Section
Address:	Local Street, Governville NSW XXXX
At a cost of:	\$XX.00 per set. (This amount is not refundable)
Method of Tendering:	Open Tendering by public advertisement in accordance with AS 4120
Site Inspection and Briefing Meeting:	
Date:	3 May 2020
Time:	4.00 pm
Status:	Compulsory
Place:	Meeting Room B, Governville Council Centre, Local St, Governville.
Closing Date and Place for Tenders:	
Date:	31 May 2020
Time:	2.00 pm
Place:	Governville Shire Council, Local Street, Governville
Council's Contact Person:	
Name:	Ivan Lumberman
Phone:	XX XXXX XXXX
Email:	XX XXXX XXXX
Fax:	XX XXXX XXXX

3.2 Conditions of tendering

3.2.1 Contract information

Preamble

The Conditions of tendering have been prepared in accordance with the obligations of the Principal contained in the Australian Standard 4120, Code of Tendering, which sets out the ethics and obligations of the Principal and Tenderers in tendering in the construction industry.

Tenderers and Principal shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

It should be noted that in all contract documentation words importing a gender include every gender.

Project information

This tender is for Contract No. SAMPLE 1 for the supply, delivery and placement of sprayed bituminous surfacing.

The Works under this Contract comprise priming, sealing and resealing at a number of sites within the Shire over a period of twelve months.

This is a Contractor Quality Assured Contract with method of payment being Schedule of rates, paid monthly.

The complete project description, scope of work, specific site and project requirements are defined in the Technical specification for supply contained in Volume 2 of the Contract documents and as shown on the schedules contained in Volume 3.

Relevant documents

The following documents are referred to in this contract:

The contract documents for this project are contained in Section B and comprise:

- VOLUME 1 – Conditions of Contract
 - . General Conditions of Contract (AS 2124-1992).
 - . Annexures to General Conditions of Contract.
 - . Special Conditions of Contract.
 - . AS 2124-1992 is not included as part of the contract documentation. Copies are available from Standards Australia.
- VOLUME 2 – Technical specifications
 - . *0161 Quality management (Construction)*
 - . *0134 General requirements (Supply)*
 - . *1101 Traffic management*
 - . *1143 Sprayed bituminous surfacing*
- VOLUME 3 – Schedules
 - . Schedule of estimated material quantities
 - . Schedule of delivery sites
- VOLUME 4 – Tender submission documents
 - . PART A: Tender forms and declarations
 - . *0124 Tender submission documents*
 - . PART B: Required information

Contractor's responsibility

It is the responsibility of the Contractor to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this Contract and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the Bill of Quantities or Schedule of rates submitted.

Council's contact person

Enquiries regarding this tender may be directed to:

Name: Ivan Lumberman
Position: Assistant Works Engineer
Phone: XX XXXX XXXX
Fax: XX XXXX XXXX
Email: aaaaaaa@aaa.aa.gov.au

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**3.2.2 Tender submission information****Supporting information from tenderers**

Provide documentary evidence to prove the necessary competence, resources, quality and safety management and financial capacity to carry out the Works. Completion of the Tender submission documents and provide Required information.

Subcontractors

Provide, on the tender form in Volume 4, Tender submission documents, the names and telephone numbers of Tenderer's Subcontractors and recognise by initials the Principal's listing of selected and nominated Contractors.

Site inspection and briefing meeting

Tenderers may conduct site inspections on their own behalf by arrangement with the Council's contact person.

Tenderers are required to attend the pre-tender briefing meeting in order to submit a conforming tender.

If Tenderers wish to have specific issues addressed at this meeting, formal notification should be forwarded to Council's contact person at least 2 days prior to the meeting.

Tenderers are to register their interest in attending the pre-tender meeting by telephoning Council's contact person.

The briefing meeting will be held on:

- Day: Monday.
- Date: 3 May 2020
- Time: 4.00 pm.
- Place: Meeting Room B, Governville Council Centre, Local Street, Governville.

The meeting will be minuted and the minutes forwarded to all Tenderers. The minutes shall become part of the tender documents. Tenderers will be required to sign a certificate of attendance at the end of the meeting.

Alternative proposals

Alternative proposals, which satisfy the Principal's basic commercial and performance objectives, technical and legal requirements, may be submitted as options but only in addition to a conforming tender. All costs associated with the design and documentation of any alternative proposal shall be borne by the Tenderer.

Tender validity period

Tenders will be valid for a period of 90 days from the tender closing date. In the event of the withdrawal of the tender prior to the expiration of this period, the Tenderer shall be liable for all costs, losses or damages suffered by the Principal by reason of that withdrawal.

Tender lodgement requirements

Submit Tenders on the Forms and Schedules provided by the Principal in Volume 4, Tender submission documents, enclosed in a sealed envelope marked legibly in block letters as follows:

Contract No. SAMPLE 1

Tender for: THE SUPPLY, DELIVERY AND PLACEMENT OF SPRAYED BITUMINOUS SURFACING and either delivered by hand or by courier and placed in the:

Tender Box

Ground Floor

GOVERNVILLE SHIRE COUNCIL

Local Street

GOVERNVILLE NSW XXXX

or

sent by Facsimile to the General Manager: XX XXXX XXXX

or

mailed to the Tender Box addressed as follows:

TENDER BOX

GOVERNVILLE SHIRE COUNCIL

PO BOX 20

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

GOVERNVILLE NSW XXXX

so as to be received before the closing time and date for tenders.

Time: 2.00 pm

Date: MONDAY 31 MAY 2020

Late tenders

A posted tender which is received after the closing time and date will only be considered if the Tenderer can satisfy Council that formal tender documents and all other requisite essential information were posted or lodged at a Post Office or other recognised delivery agency within a reasonable time to ensure delivery before the deadline for closing of tenders, and the Tenderer has taken all possible action to expedite delivery when notified of a late arrival.

Essential information means all information in the Tender form and all information which is required by the Conditions of tendering to be submitted with the Tender form.

In-house tender

The Principal is not willing to accept a tender from Council's business unit.

Tender evaluation and selection

Evaluation, negotiation and selection of tenders will conform to the requirements of AS 4120, Code of Tendering and Local Government (Tendering) Regulations 1993 under the Local Government Act 1993.

The Tender evaluation criteria are the following:

- Conformity with the tender documents.
- Value for money.
- Evidence of capability.
- Industry reputation.
- Quality system.
- The Principal is not bound to accept the lowest, or any tender.
- The successful Tenderer, and the price which is accepted, shall be notified in writing to all Tenderers.

Post tender submissions

The Principal may call for post tender submissions from some or all Tenderers in order to assist with the evaluation.

Such submissions will be confidential between the Principal and Tenderer.

The call for such submissions will not bind the Principal to proceed to accept a Tender.

Post tender negotiations

The Principal may enter into negotiation with a preferred Tenderer or a number of candidate Tenderers.

Such negotiations will be confidential between the Principal and Tenderer and will conform to the guidelines set out in AS 4120-1994.

The undertaking of negotiations will not bind the Principal to proceed to accept a tender.

Cost of tendering

All costs associated with Tender preparation and submission shall be borne by the Tenderer.

Contract commencement date

The commencement of the Contract is nominated as the date of the letter of acceptance of tender to the successful Tenderer. There shall be no Contract prior to the issue of a letter of acceptance.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Contract No: SAMPLE 1

Contract Title: SUPPLY, DELIVERY AND PLACEMENT OF SPRAYED BITUMINOUS SURFACING

4 SECTION B: THE CONTRACT

4.1 Volume 1: Conditions of contract

General conditions of contract

Annexure to the General conditions of contract

Special Conditions of Contract

4.1.1 The General conditions of contract

Shall be Australian Standard AS 2124-1992 this document is deemed to be included in the Contract documents.

4.1.2 Annexure Part B to the General conditions of contract

Amendments

CLAUSE 27.1: POSSESSION OF SITE

Add extra paragraph:

- Possession of sufficient of the site to enable the Contractor to perform the work required for each separable portion of the Works shall be given by the Principal on the date the Contractor has been directed by the Superintendent to commence work on each separable portion and thereafter on a day by day basis as needed to complete the work.

CLAUSE 35.2: TIME FOR PRACTICAL COMPLETION

Add extra paragraph:

- Each separable portion of the Works shall be executed to practical completion within five (5) days of the date notified by the Superintendent to commence each separable portion.

CLAUSE 35.3: SEPARABLE PORTIONS

Add extra paragraph:

- Work performed at each separate job site within the Shire will be a defined separable portion of the Works.

Additions

The following clauses have been added to AS 2124–1992:

CLAUSE 42.12 LONG SERVICE LEVY

The Contractor shall be liable for the payment of a long service levy, if required by the Long Service Payments Corporation. Evidence of payment of long service leave or exemption of payment provisions shall be submitted to the Principal prior to commencement of the Works.

CLAUSE 49 QUALITY REQUIREMENTS

The Contractor shall:

- Comply with all the quality requirements as provided in the contract documents for all works under the Contract.
- Ensure that each of its Subcontractors and Consultants comply in like manner.
- Demonstrate to the Principal whenever required that all the quality requirements of the contract are being met.

Where inappropriate or inadequate provision of quality supervision by the Contractor or Contractor's Subcontractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Principal in resolving such claim.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**CLAUSE 50 OCCUPATIONAL HEALTH AND SAFETY (WHS)**

The Contractor must:

- Comply with all requirements of the Contract and all statutory requirements for Occupational Health and Safety.
- Ensure that each of its Subcontractors and Consultants comply in like manner.
- Demonstrate to the Principal whenever requested that requirements of the Contract and statutory requirements for Occupational Health and Safety are being complied with.
- Prior to the commencement of work, provide the Principal with substantive evidence that safety requirements of the Contract and statutory requirements for Work Health and Safety are capable of being met.
- If the period of the Contract exceeds three months the Contractor is to provide the Principal with a monthly signed declaration that requirements of the Contract and statutory requirements for Occupational Health and Safety are being met.

Where inappropriate or inadequate provision of Work Health and Safety Management by the Contractor or Contractor's Subcontractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Principal in resolving such claim.

CLAUSE 51 ENVIRONMENTAL SYSTEMS PLANNING

The Contractor must:

- Comply with all requirements of the Contract and statutory requirements for protection of the environment.
- Ensure that each of its Subcontractors and Consultants comply in like manner.
- Demonstrate to the Principal by mutual inspection and/or documentation whenever requested that requirements of the Contract and statutory requirements for the protection of the environment are being met.
- Prior to the commencement of work, provide the Principal with substantive evidence that the requirements of the Contract and statutory requirements for the protection of the environment are capable of being met by the Contractors' organisation and management.
- If the period of the contract exceeds three months the Contractor is to provide the Principal with a monthly signed declaration that the requirements of the Contract and statutory requirements for protecting the environment are being met.
- The Contractor is responsible for and must at its own cost make good any damage to the environment caused by the execution of the works.

Where inappropriate or inadequate provision of environmental management by the Contractor or Contractor's Subcontractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Principal in resolving such claim.

CLAUSE 52 HOURS OF WORK (Reference Clause 32, AS 2124)

The hours of work under the Contract will be limited to:

7.00 a.m. to 5.00 p.m.: Mondays to Fridays.

8.00 a.m. to 4.30 p.m.: Saturdays.

No work: Sundays or public holidays.

If, at the request of the Contractor, the Superintendent approves adjustment to the specified working hours or working days, the Superintendent may attach conditions to such approval. If, in the interests of the safety or to protect life or property the Contractor finds it necessary to carry out, without the prior approval of the Superintendent, work outside the defined hours of work, the Contractor shall inform the Superintendent in writing of the circumstances within 24 hours of such work being carried out.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

4.1.3 Annexure to the General conditions of contract

Part C – Statutory declaration

I,

(Full name of Declarant)

of

(Address)

do hereby solemnly declare and affirm that:

1. I am the representative of the Contractor:
(Name of Contractor and ACN if applicable)

in the Office Bearer capacity of:
(Position Title of Declarant)

the said Contractor having a contract for:
(Name of Contract)

with and I am in a position to know the facts attested to.
(Name of Principal)

2. All workers who have at any time been engaged by the Contractor have been paid all moneys due and payable to them in respect of their employment on work under the Contract, with the exception of the workers and the respective amounts listed below: (insert names and addresses of workers, the amounts owing, and whether in respect of wages, holiday pay, allowances, etc.).
.....
.....

3. All subcontractors and suppliers to the Contractor have been paid all moneys due and payable to them for the performance of work under the Contract and the supply of materials for use in work under the Contract, with the exception of the subcontractors and suppliers and the respective amounts listed below: (insert names and addresses of subcontractors and suppliers, the amounts owing and whether in respect of materials supplied, work performed, etc.).
.....
.....

4. The Contractor has been informed by each subcontractor to the Contractor by Statutory Declaration in equivalent terms to this declaration that all workers, subcontractors, and suppliers engaged by them or their subcontractors have been paid all moneys due and payable to them in respect of their work under the Contract, with the exception of the workers, subcontractors and suppliers and the respective amounts listed below. I am not aware of anything to the contrary, and on the basis of the contents of the statutory declarations provided I believe that information to be true: (insert names and addresses, the amounts owing and whether in respect of wages, materials, etc.).
.....
.....
.....

I make this solemn declaration, as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

.....
(Signature of Declarant)

Declared at: this
(day month year)

before me
(Signature of JP or authorised person)

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

4.1.4 Special conditions of contract

Clause SC1 notification of work and clearance of vehicles

The Contractor shall provide all owners and/or occupiers of properties adjoining any part of the works with written notice of work commencement at least 48 hours in advance.

Wherever works involve the need for clearance of parked vehicles within the work site or adjacent to the work site in public streets the Contractor shall arrange for their prior removal by owners by placement of appropriate signage or other means providing notice at least 24 hours in advance.

Where inadequate or inappropriate action by the Contractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Principal in resolving such claim.

4.2 Volume 2: Technical specification

0134 General requirements (Supply)

0162 Quality (Supply)

1101 Traffic management

1143 Sprayed bituminous surfacing

4.2.1 Responsibilities

Objectives

General: Provide labour, materials, and plant as documented.

Period of contract: 12 months from the date of acceptance of tender.

Type of supply contract: Supply, delivery and placement.

Extent of Works: Spraying of approximately 850,000 litres of various types of bitumen binder and aggregate of different sizes dependent on application. Items of works include:

- Supply of aggregate into stockpile.
- Testing of aggregate and binder.
- Design of sealing works.
- Cleaning of existing pavements.
- Supply and spray binder.
- Load, haul, spread and incorporate aggregate.
- Clean-up of excess materials.
- The provision for and control of traffic.

Location: Job sites will be within the Shire of Governville and actual locations will be as directed by the Superintendent at least 21 days before the work is required to be undertaken at each job site.

4.2.2 Cross references

General

Requirement: Conform to the following:

- *0162 Quality (Supply)*.
- *0163 Quality (Delivery)*.
- *1102 Control of erosion and sedimentation (Construction)*.

4.2.3 Referenced documents

Standards

General: The following documents are incorporated into this worksection by reference:

- Intergovernmental Committee on Surveying & Mapping – ICSM ICSM QA Specification G71 Road construction surveys – 2009.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**4.2.4 Supply requirements****Contractual relationships**

Contractual responsibilities: Responsibilities and duties of the Principal, Contractor and Superintendent are not altered by requirements in the referenced documents.

Directions: All instructions are directed to the Contractor, unless noted otherwise.

Approvals: Obtain all approvals from the Superintendent, unless noted otherwise.

Current editions

General: Use referenced documents (including test methods) which are the editions, with amendments, current 3 months before the closing date for tenders, except where other editions or amendments are required by statutory Authorities.

Site copies: [complete/delete]

Drawings

Contract documents: Conform to the drawings.

Adjoining works

Requirement: Make sure that there are smooth junctions with existing or adjoining works. Conform to construction drawings.

4.2.5 Project specific requirements**General**

Insurances: Provide certificate of currency for evidence of workers compensation Insurance, Insurance of the Works or public liability insurance.

Superintendent Representative: Ivan Lumberman.

Construction sequence and staging: [complete/delete]

Milestones: [complete/delete]

Other specific requirements: [complete/delete]

Site access

Contractor's access to site: [complete/delete]

Public access to site: [complete/delete]

Working area

Designated areas: [complete/delete]

Restrictions: Use only designated areas for work and temporary site facilities such as the storing of materials, use of plant and erection of sheds.

Security: Take security measures for the safe-keeping of any plant, equipment, tools, materials or other property.

Site restraints

Temporary fencing: Provide and maintain temporary fencing and warning signage during the Contract period to prevent unauthorised entry into the property.

Existing fencing: Reinstate the existing fencing and remove the temporary fencing before the date of practical completion.

4.2.6 Work not in contract**Work by others**

Program precautions: Coordinate the works with simultaneous and/or adjacent work by others and liaise with other Contractors and Authorities to avoid disruption, delays and possible conflict.

Access: If required by the Superintendent, allow free access for completion of any work by others.

Replacement of line marking or other pavement marking devices: By the Principal.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

4.2.7 Testing**General**

Technical Specification: Conform to testing requirements in the technical specifications or drawings.

Timing: Arrange and test after approval from the Superintendent.

Test results: Submit to the Superintendent if required.

Minimum frequency: Conform to *0161 Quality management (Construction)*.

4.2.8 Survey control**Setting out information**

General: Conform to ICSM QA Specification *G71 Road construction surveys*.

Responsibilities: [complete/delete]

Survey drawings/model: Make sure the information shown in survey drawings/model is compatible with the construction drawings. Notify the Superintendent if there are any discrepancies.

Cost: Allow for survey control cost.

Survey marks

Responsibility: Protection of the survey marks is the Contractor's obligation.

Definition: 'Survey mark' means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark used or intended to be used for the purpose of setting out, checking or measuring the work.

Care of survey marks: Preserve and maintain the survey marks in their true positions.

Rectification: If the survey marks are disturbed or destroyed, immediately give notice and re-establish the marks.

Relocation: Submit request for approval for relocation of the survey marks affected by the construction works.

Removal of pegs: Remove all pegs and profiles placed on completion of work as directed by the Superintendent.

Cost: Allow for rectification and relocation of survey marks.

4.2.9 Environmental requirements**Protection of the environment**

General: [complete/delete]

Statutory requirements: Comply with the requirements of any Environmental Impact Statement and Assessment Report or Review of Environmental Factors for the project, the conditions of approval imposed by the Environment Protection Authority, the *Protection of the Environment Operations Act 1997*, the *Rural Fires Act 1997* and any other Local Council requirements and environmental Act relevant to the project.

Erosion control: Avoid erosion, contamination and sedimentation on site and its surroundings. Conform to *1102 Control of erosion and sedimentation (Construction)*.

Protection of public activities

General: [complete/delete]

Dust control: [complete/delete]

Working hours

Working hours: Restrict the works including operational hours of plant, including the entry and/or departure of heavy vehicles, to 7 am to 5 pm Monday to Friday and at times specifically approved by the Superintendent on Saturdays, Sundays or public holidays.

Requirement: Obtain approval for any works required outside of normal working hours.

Work outside working hours: [complete/delete]

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

4.2.10 Noise control

Limits on noise

Noise suppression: Fit and maintain the following:

- Residential class silencers to all engine exhausts.
- Covers to all engines.
- Mufflers to noisy vehicles.
- Enclosure or noise screens to equipment.

Maximum noise levels: Less than an L₁₀ sound pressure level, when measured at any noise sensitive location, such as a residential premise.

L₁₀ sound pressure level threshold: [complete/delete]

Council requirements: [complete/delete]

4.2.11 Public utilities

Protection of services

Requirement: Do not interfere with the work, installations or assets of Public Authorities.

Verification: Before any excavation works verify the location and depth of all Public Utility mains and consumer services.

Delivery and storage of materials: [complete/delete]

4.2.12 Site facilities

General

Workers' facilities: Provide facilities for all employees and subcontractors.

Approval: Before using any areas nominated in Contract documents, obtain written approval.

Maintenance: Keep the site facilities clean and pay all the rates.

Removal: Before date for practical completion.

4.2.13 Measurement and payment

General

Method of payment: Schedule of rates contract.

Special Council requirements: [complete/delete]

Methodology

Variations: Do not allow for payment variations or adjustments in programme due to conformance to the requirements of this worksection.

Compensation: Do not allow for any damage and compensation payments resulting from non-conformance to the requirements of this worksection.

4.2.14 Quality (Supply)

Quality requirements

QA Contract: Quality assured contract based on the Contractor Quality system requirements as in Specification QS. Summary of Hold Points is provided in the **Inspections** clause of each worksection.

4.2.15 1143 Sprayed bituminous surfacing

Insert the relevant clauses of 1143 *Sprayed bituminous surfacing* as applicable to the project.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

4.3 Volume 3: Schedules

4.3.1 Schedule of estimated material quantities

Pay Item	Description	Unit	Quantities last period (2019-2020)	Estimated quantities for contract period (2020-2021)
1143.1	Supply and spray primer, primerbinder (including preparation of surface)			
1143.1(00)	AMCOO	Litre	10,000	12,000
1143.1(0)	AMCO	Litre	10,000	12,000
1143.1(1)	AMC1	Litre	10,000	12,000
1143.1(2)	AMC2	Litre	10,000	12,000
1143.1(3)	AMC3	Litre	80,000	85,000
1143.1(4)	AMC4	Litre	50,000	55,000
1143.1(5)	AMC5	Litre	10,000	12,000
1143.1(6)	AMC6	Litre	10,000	12,000
1143.1(7)	AMC7	Litre	10,000	12,000
1143.1(8)	Field cutback bitumen (nett bitumen)	Litre	nil	5,000
1143.2	Supply and spray binder – Class 170 bitumen	Litre	850,000	950,000
1143.3	Supply and spray binder – Class 320 bitumen	Litre	nil	5,000
1143.4	Supply, Incorporate and spray cutter oil in primer, primerbinder or binder	Litre	nil	500
1143.5	Supply, precoat, apply and roll aggregate			
1143.5(1)	5 mm	m ²	nil	nil
1143.5(2)	7 mm	m ²	750	1,000
1143.5(3)	10 mm	m ²	4,700	5,000
1143.5(4)	14 mm	m ²	1,300	1,500
1143.5(5)	20 mm	m ²	nil	nil

Delivery site	Material	Quantity (m ³)
Charmvale Depot	Aggregate	7 mm
		10 mm
		14 mm
Mardlan Depot	Aggregate	7 mm
		10 mm
		14 mm
Metro Depot	Aggregate	7 mm
		10 mm
		14 mm

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

4.3.2 Schedule of delivery sites

DELIVERY SITE No. 1:	CHARMVALE DEPOT
Street No./Name:	HARON HILL ROAD
Suburb	EAST CHARMVALE
Street Directory or Council's Map Reference:	G17 (ST. DIR)
Contact Name:	NORMAN PODSWORTH
Telephone No:	XX XXXX XXXX
DELIVERY SITE No. 2:	MARDLAN DEPOT
Street No./Name:	LOOKOUT ROAD, 5 KM NORTH OF P.O.
Suburb	MARDLAN
Street Directory or Council's Map Reference:	M6 (CCL. MAP)
Contact Name:	ORLANDO BORDANZA
Telephone No:	XX XXXX XXXX
DELIVERY SITE No. 3:	METRO DEPOT
Street No./Name:	BRIDGE ROAD
Suburb	GOVERNVILLE
Street Directory or Council's Map Reference:	B8 (ST. DIR)
Contact Name:	HILTON PUNJAB
Telephone No:	XX XXXX XXXX

4.4 Volume 4: Tender submission documents

4.4.1 Part A: Tender forms and declarations

All Submitted information will be treated as confidential.

1 Introduction

- 1.1 Referenced documents

2 Sample Contract 1 – Sprayed bituminous surfacing

3 Section A: Tender information

- 3.1 Information for Tenderers
- 3.2 Conditions of tendering
 - 3.2.1 Contract information
 - 3.2.2 Tender submission information

4 Section B: The Contract

- 4.1 Volume 1: Conditions of contract
 - 4.1.1 The General conditions of contract
 - 4.1.2 Annexure Part B to the General conditions of contract
 - 4.1.3 Annexure to the General conditions of contract
 - 4.1.4 Special conditions of contract
- 4.2 Volume 2: Technical specification
 - 4.2.1 Responsibilities
 - 4.2.2 Cross references
 - 4.2.3 Referenced documents
 - 4.2.4 Supply requirements
 - 4.2.5 Project specific requirements
 - 4.2.6 Work not in contract
 - 4.2.7 Testing
 - 4.2.8 Survey control

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- 4.2.9 Environmental requirements
- 4.2.10 Noise control
- 4.2.11 Public utilities
- 4.2.12 Site facilities
- 4.2.13 Measurement and payment
- 4.2.14 Quality (Supply)
- 4.2.15 1143 Sprayed bituminous surfacing
- 4.3 Volume 3: Schedules
 - 4.3.1 Schedule of estimated material quantities
 - 4.3.2 Schedule of delivery sites
- 4.4 Volume 4: Tender submission documents
 - 4.4.1 Part A: Tender forms and declarations
 - 4.4.2 Part B: Required information
- 5 Sample Contract 2 – Construction of a road**
- 6 0122 Information for tenderers**
 - 6.1 Project identification and description
 - 6.2 Relevant documents
 - 6.3 E-Tendering portal - TenderLink Help Desk
 - 6.4 Tendering method
 - 6.5 Council's contact person
 - 6.6 Site inspection and briefing meeting
 - 6.7 Tender lodgement requirements
 - 6.7.1 Electronic
 - 6.7.2 Manual
 - 6.7.3 Tenders via e-mail or facsimile
- 7 0123 Conditions of tendering**
 - 7.1 Contract information
 - 7.1.1 Preamble
 - 7.1.2 Project information
 - 7.1.3 Relevant documents
 - 7.1.4 Contractor's responsibility
 - 7.1.5 Council's contact person
 - 7.1.6 Site inspection and briefing meeting
 - 7.2 Lodgement of Tenders
 - 7.2.1 Vendor panel
 - 7.2.2 Manual lodgement
 - 7.2.3 Tender closing time
 - 7.2.4 Late tenders
 - 7.2.5 Corrections and additions
 - 7.2.6 Tender validity period
 - 7.2.7 Ownership of Tenders
 - 7.2.8 Clarifications
 - 7.2.9 Notice of changes to this RFT
 - 7.2.10 Addenda
 - 7.2.11 Termination
 - 7.3 TenderLink terms and conditions

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- 7.3.1 TenderLink tender system
- 7.3.2 Registered Tenderers and notices
- 7.3.3 TenderLink Help Desk
- 7.3.4 Virus checking
- 7.3.5 Proof of lodgement
- 7.3.6 Security
- 7.4 Requirements for Tenders
 - 7.4.1 Specified compliance statements
 - 7.4.2 Electronic tender
 - 7.4.3 Content and format requirements
 - 7.4.4 Conditions for participation
 - 7.4.5 Alterations, erasures or illegibility
 - 7.4.6 Tenderer details
 - 7.4.7 Confidential
 - 7.4.8 Alternative offers
 - 7.4.9 Joint tenders
 - 7.4.10 Informal tenders and compliance
 - 7.4.11 Conditions of contract
 - 7.4.12 Prices
 - 7.4.13 Insurance
 - 7.4.14 Subcontractors
 - 7.4.15 Selected subcontract work
 - 7.4.16 Nominated subcontract work
 - 7.4.17 Supporting material
 - 7.4.18 Security, probity, risk and financial checks
 - 7.4.19 Midcoast Council Council's confidential information
- 7.5 Participation in the RFT process
 - 7.5.1 Acknowledgment and disclaimer
 - 7.5.2 Discrepancies, errors and omissions
 - 7.5.3 Goods and services tax
 - 7.5.4 Tenderer costs
 - 7.5.5 No contract
 - 7.5.6 Opening of tenders and information concerning tenders
 - 7.5.7 Contract commencement date
 - 7.5.8 Limited liability
 - 7.5.9 Public statements
 - 7.5.10 Midcoast Council Council's rights
 - 7.5.11 Conflict of interest
 - 7.5.12 False or misleading claims
 - 7.5.13 Unlawful inducements
 - 7.5.14 Canvassing support
 - 7.5.15 Collusive tendering
 - 7.5.16 Business ethics
- 7.6 Midcoast Council Council policy requirements
 - 7.6.1 Freedom of information
 - 7.6.2 Privacy

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- 7.6.3 Workplace relations
- 7.6.4 Conduct
- 7.7 Tender assessment
 - 7.7.1 Assessment objective
 - 7.7.2 Evaluation governance
 - 7.7.3 Evaluation process: Stage 1 – Opening the electronic Tender box
 - 7.7.4 Evaluation process: Stage 2 – Conditions for participation evaluation
 - 7.7.5 Evaluation process: Stage 3 – Compliance evaluation
 - 7.7.6 Evaluation process: Stage 4 – Technical worth
 - 7.7.7 Evaluation process: Stage 5 – Price evaluation
 - 7.7.8 Evaluation process: Stage 6 – Risk analysis
 - 7.7.9 Evaluation process: Stage 7 – Presentations
 - 7.7.10 Evaluation process: Stage 8 – Interviews
 - 7.7.11 Evaluation process: Stage 9 – Evaluation recommendations
 - 7.7.12 The procurement delegate's decision
 - 7.7.13 Contract negotiations

8 0124 Tender submission documents

- 8.1 Summary of Tender
- 8.2 Tenderer details
- 8.3 Critical assumptions
- 8.4 Confidentiality & conflicts of interest
- 8.5 Insurance
- 8.6 Response to technical specifications
 - 8.6.1 Capacity to undertake the Contract
- 8.7 Financial capability
- 8.8 WHS management
- 8.9 Environmental & Quality management
- 8.10 Technical specification requirements
- 8.11 Experience and knowledge
- 8.12 Skilled staff (consultants)
- 8.13 Compliance Statements
 - 8.13.1 RFT - Forms of response
- 8.14 Pricing
 - 8.14.1 Required pricing response
- 8.15 Tenderer's Declaration
 - 8.15.1 Required Declaration response

9 Sample Contract 3 – External building surveillance

10 Section A: Tender information

- 10.1 Information for tenderers
- 10.2 Conditions of tendering
 - 10.2.1 Contract information
 - 10.2.2 Tender submission information

11 Section B: The Contract

- 11.1 Volume 1: Conditions of contract
 - 11.1.1 Annexure of amendments to AS 4905
 - 11.1.2 Special conditions of contract

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- 11.2 Volume 2: Technical specifications
- 11.3 General
 - 11.3.1 Responsibilities
 - 11.3.2 Cross references
- 11.4 Service requirements
 - 11.4.1 General
 - 11.4.2 Quality assurance
 - 11.4.3 Project specific requirements
 - 11.4.4 Work not in contract
 - 11.4.5 Environmental requirements
 - 11.4.6 Noise control
 - 11.4.7 Public utilities
 - 11.4.8 Site facilities
 - 11.4.9 Measurement and payment
- 11.5 Volume 3: Schedules
 - 11.5.1 Schedule of buildings and/or secured areas for on-site surveillance
 - 11.5.2 Schedule of buildings for off-site surveillance
 - 11.5.3 Schedule of buildings and/or secured areas to be locked/unlocked
- 11.6 Volume 4: Tender submission documents
 - 11.6.1 Instruction to tenderer
 - 11.6.2 Tenderer's acknowledgment

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Instruction to Tenderer

The Tenderer shall complete in full and submit the forms in numerical order listed above. The completed forms, declarations and required information shall comprise the Tender Submission Documents. The Tenderer shall initial and date each form in the box where provided at the bottom right hand corner.

The omission of any of the forms or required information listed above may, at the absolute discretion of the Principal result in a nonconforming Tender and be subject to rejection.

Tenderer’s acknowledgment

Contract:

Contract No:

Date:

Signature of Tenderer:

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

TENDER FORM

The Tenderer must complete and submit with tender.
All submitted information will be treated as confidential

I, (Print name)
of (Tendering Organisation)
located at (Business Address)
on this day of , (Year)
having fully acquainted myself with the Conditions of Tendering and Contract Documents and accordingly
the obligations and responsibilities of the Contract do hereby tender to perform the work described below:

Contract:	SPRAYED BITUMINOUS SURFACING	Contract No.	SAMPLE 1
as publicly invited by: GOVERNVILLE SHIRE Council, in accordance with the following documents.			
Volume 1	{ The General Conditions of Contract AS 2124 { Annexure to the General Conditions of Contract { Special Conditions of Contract		
Volume 2	{ Technical Specifications		
Volume 3	{ Schedules		
Volume 4	{ Tender Submission Documents { Amendments to the Contract		

Other documents compiled by the Tenderer and submitted are as follows:

1.
2.

By submitting this tender the Tenderer warrants and represents that it has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tender price. The Tenderer warrants and represents that it has included for all such risks and contingencies in its tender price.

Signature of Tenderer:

.....

Phone and facsimile numbers:

Subscribed and declared this day of (Year)

Before me: (Print name)

Witness: (Signature)

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

SCHEDULE OF RATES

Including Lump Sum Items.

The quantities shown are estimated quantities only and are not to be taken as correct quantities of work to be carried out or paid for under the various items of work.

Tenderers shall make allowance, within the tendered rates, for the provision of all traffic management requirements in accordance with the conditions and specifications contained in these tender documents.

Tenderers shall make allowance, within the tendered rates, for the prior notification (min. 48 hours) of all affected residents in accordance with the conditions and specifications contained in these tender documents.

Tenderers shall make allowance, within the tendered rates, for the transport and unloading of the materials at the nominated delivery sites.

Item	Description	Unit	Quantity	Rate	Amount
QUALITY SYSTEM REQUIREMENTS					
0161	Quality System Documents and Records	LS	–	–	
0161	Quality Verification and Control	LS	–	–	
SPRAYED BITUMINOUS SURFACING					
1143.1	Supply and Spray Primer, Primerbinder (Including Preparation of Surface)	Litre			
1143.1(00)	AMCOO		12,000		
1143.1(0)	AMCO		12,000		
1143.1(1)	AMC1		12,000		
1143.1(2)	AMC2		12,000		
1143.1(3)	AMC3		85,000		
1143.1(4)	AMC4		55,000		
1143.1(5)	AMC5		12,000		
1143.1(6)	AMC6		12,000		
1143.1(7)	AMC7		12,000		
1143.1(8)	Field Cutback Bitumen (Nett Bitumen)				
1143.2	Supply and Spray Binder [complete/delete] Class 170 Bitumen	Litre	950,000		
1143.3	Supply and Spray Binder – Class 320 Bitumen	Litre			
1143.4	Supply, Incorporate and Spray Cutter Oil in Primer, Primerbinder or Binder	Litre			
1143.5	Supply, Incorporate and Spray Flux Oil	Litre			
1143.6	Supply, Precoat, Apply and Roll Aggregate	m ³			
1143.6(1)	5 mm		–		
1143.6(2)	7 mm		1,000		
1143.6(3)	10 mm		5,000		
1143.6(4)	14 mm		1,500		
1143.6(5)	20 mm		–		
	TOTAL OF EXTENDED AMOUNTS OF SCHEDULE OF RATES:				\$

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**4.4.2 Part B: Required information**

1. Company quality manual.
2. System element descriptions.
 - Inspection and test plans.
 - Manufacture/construction.
 - Non-conformance.
 - Corrective action.
 - Quality audits.
3. Method statement and checklist.
 - Sprayed bituminous surfacing.
 - Control of traffic.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

5 SAMPLE DOCUMENT 2 – CONSTRUCTION OF A ROAD

Notes on the preparation of Sample Contract 2 – Construction of a road

In the preparation of this sample contract, the following assumptions were made:

- It was anticipated that only established contractors would viably tender for this work therefore information on the Quality Management system has been requested.
- The delivery of tender documents and the lodgement of tenders is via an e-tendering portal.
- AS 2124 was selected for the General Conditions of Contract. If councils are already or planning to use the AS 4000 series, they may substitute AS 2124 with using AS 4000 at the appropriate place in Volume 1 Conditions of Contract.
- No amendments have been made to AS 2124 and the contract was referenced but not included in document copies.
- A list of questions has been used in place of 0124 *Tender submission documents* as this was more suited to the eTender process. 0124 *Tender submission documents* can be used as a basis for a similar list of information required from the Contractor.

In this sample contract the following technical worksections are listed for Volume 2:

- 0136 *General requirements (Construction)*.
- 0257 *Landscape – road reserve and street trees*.
- 1101 *Traffic management*.
- 1112 *Earthworks (Road reserve)*.
- 1143 *Sprayed bituminous surfacing*.

These worksections could be downloaded from the e-tendering portal.

Tenderers were advised to ignore any restrictions on the use of lump sums as set out in the **Pay items** clauses of the worksections.

Guidance text has been included to assist Council staff in the development of this sample. Delete all Guidance text on completion of the specification.

6 0122 INFORMATION FOR TENDERERS



CONTRACT No. XXX

QUALITY ASSURED, SCHEDULE OF RATES CONTRACT

for the

CONSTRUCTION OF XXX ROAD

FROM XXX STREET

TO XXX STREET

INFORMATION FOR TENDERERS

PREPARED BY: COUNCIL'S ENGINEERING SERVICES SECTION

DATE: MONTH YEAR

COPY No:

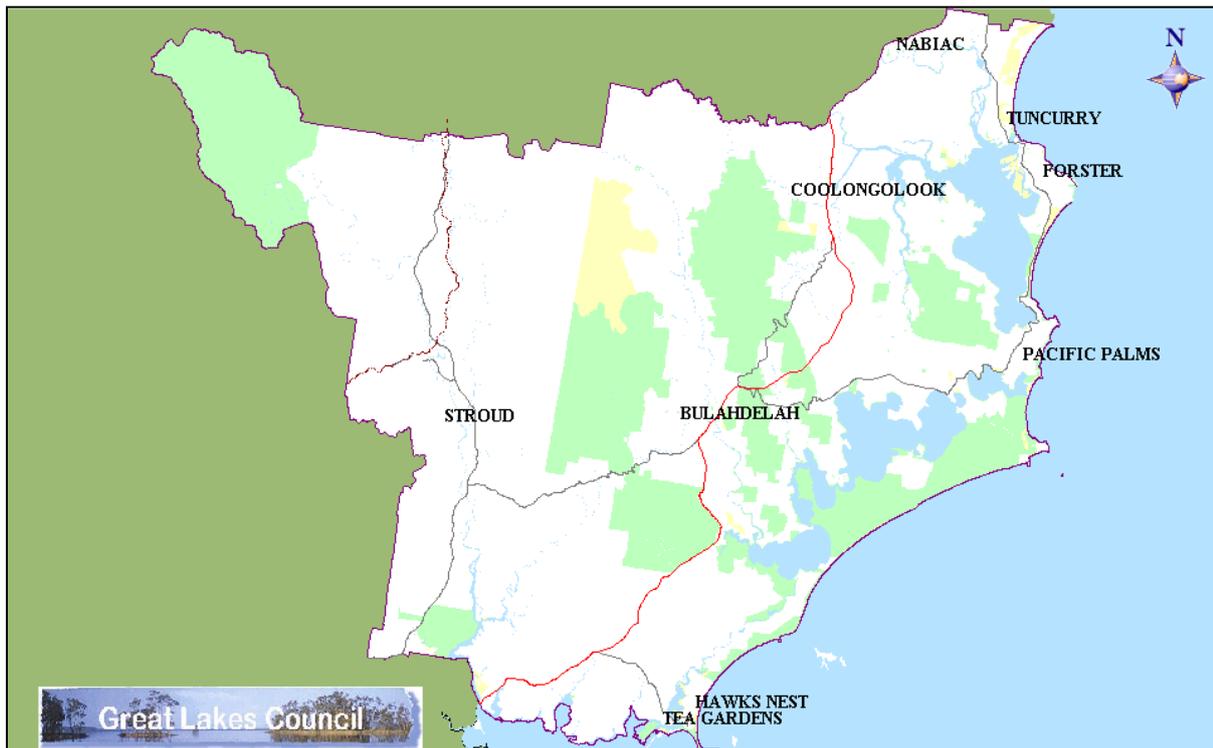
GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

6.1 Project identification and description

All sections contained in boxes to be completed by the Principal. Text in italics within the boxes is sample text only.

- This tender is for Contract No. XXX, construction of North Road between the Eastern Highway and West Drive, Compassville.
- It is a Quality Assurance contract with method of payment being Schedule of Rates.

LOCATION PLAN



Great Lakes Council is now Midcoast Council.

- The Works in this Contract comprise the reconstruction of approximately 4.2 km length of North Road, Compassville from the Eastern Highway south to West Drive but excludes the duplication of the existing bridge over Meridian Creek which will be constructed by Others.
- The Works involve the construction of a four lane divided carriageway and the construction of a multi-lane roundabout at the intersection with Parallel Road. Reconstruction of the access to Magnetic Reserve on Meridian Creek and alterations to the intersections with Point Road and the access road to Council’s Compassville sewerage treatment works are also included.
- The bridge duplication (by Others) over Meridian Creek comprises construction of a concrete bridge of two traffic lanes and pedestrian footway and is to be constructed on the western side of the existing bridge concurrently with the roadworks under Contract.
- (Include any specific site and project requirements in this Project Description.)

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**6.2 Relevant documents**

Tenderers should ensure they have downloaded the following files (available from the e-tendering portal at www.vendorpanel.com.au) for this RFT:

- Tender document titled “RFT T01-2008 Professional Services.pdf” (PDF file);
- Electronic Response Form or ERF titled “Response.xls” (Excel file);
- Electronic Response Form or ERF titled “Response.aem” (Apet file);
- Pricing Schedule titled “Pricing.xls” (Excel file)
- Compliance – RFT Conditions of Tendering.xls
- Compliance – Technical specification.xls
- Compliance – Conditions of Contract.xls

The contract documents for this project are:

- Conditions of tendering
- Volume 1 – Conditions of contract.
- Volume 2 – Technical specifications.
- Volume 3 – Schedules & map.
- Volume 4 – Tender submission documents.
- Appendices.

Additional information:

- [Geotechnical Report.](#)
- [Environmental Impact Statement.](#)
- [Environmental Assessment Report.](#)
- [Traffic Study.](#)

The documents may be purchased from Council’s Engineering Services Section at a cost of \$200 per set. Alternatively the documents may be downloaded on-line electronically from Tenderlink, <http://www.tenderlink.com/greatlakes>, for free. This amount is not refundable.

The Tenderer warrants and represents that it will, prior to submission of tender, obtain the information and documentation referred to above and will obtain all other information relevant to the works, contingencies and other circumstances having an effect on its tender.

6.3 E-Tendering portal - TenderLink Help Desk

If you experience technical difficulties on the e-Tendering Portal, please direct enquires to:

TenderLink Help Desk

Telephone: 1800 233 533

Email: support@tenderlink.com

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

6.4 Tendering method

Open tendering by public advertisement in conformance with AS 4120.

This Contract shall follow one of the methods of selection for tenders following:

- ‘The Procedures of Open Tendering’ in accordance with AS 4120–1994 Clause 6.2.3(b), The Principal invites the public advertisement without restriction on the numbers of tenders sought.

6.5 Council’s contact person

Enquiries regarding this tender may be directed to:

Name: Stuart Small	Phone: XXXX XXXX
Position: Projects & Contracts Engineer	Email: XXXX@greatlakes.nsw.gov.au
	Fax: XXXX XXXX

6.6 Site inspection and briefing meeting

The Tenderer must familiarise itself with the Works and the Site prior to submission of its tender.

Tenderers are required to attend the pre-tender briefing meeting and site inspection in order to submit a conforming tender.

The briefing meeting and site inspection will be held on:

Day: XXXX
 Date: XXXX
 Time: XXXX
 Place: XXXX

The meeting will be minuted and the minutes forwarded to all tenderers and shall become part of the tender documents. Tenderers will be required to sign a certificate of attendance at the end of the meeting.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

6.7 Tender lodgement requirements

6.7.1 Electronic

Request for Tenders must be lodged at www.vendorpanel.com.au (“Electronic Tender Box”) by the closing time. It is the tenderer’s responsibility to ensure tenders are lodged on time. Failure to meet these submission requirements may render the submission invalid in accordance with the requirements of the Local Government (Tendering) Regulation 2005.

Tenderers must complete the tender submission questions (replicated in Volume 4 of the tender documentation), which form the assessment criteria, at the “Electronic Tender Box”. Supporting documentation that the Proponent wishes to submit (if any) shall be submitted with the relevant question(s) at the “Electronic Tender Box”.

If tenderers have any problem in accessing the Electronic Tender Box or uploading a document they must contact the contact officer prior to closing time.

Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the closing time. Tenders lodged through the Electronic Tender Box will be deemed to be authorised by the Tenderer.

Tenderers acknowledge that:

- Lodgement of their Tender on time and in accordance with the conditions of Tender is entirely their responsibility; and
- Midcoast Council Council will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

Should the Tenderer become aware of any discrepancy, error or omission in the Tender and wishes to lodge a correction, or additional information, that material is to be updated on the Tender lodgement website prior to the Tender closing date and time.

So as to be received before the closing time and date for tenders.

Time:

Date:

6.7.2 Manual

Midcoast Council is committed to the implementation of an electronic tendering system similar to the initiative adopted by the NSW Government. The electronic tendering system has the capacity to allow viewing of documents, downloading or ordering of the RFT, and for the lodgement of Tenders in appropriate circumstances.

Tenderers must lodge their Tender electronically through the Council’s e-tendering portal at www.vendorpanel.com.au

Tenders submitted manually will not be accepted.

6.7.3 Tenders via e-mail or facsimile

Tenders submitted via e-mail or facsimile **WILL NOT BE CONSIDERED** under any circumstances.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

7 0123 CONDITIONS OF TENDERING**7.1 Contract information****7.1.1 Preamble**

The Conditions of Tendering have been prepared in accordance with the obligations of the Principal contained in the Australian Standard AS 4120, Code of Tendering, which sets out the ethics and obligations of the Principal and Tenderers in tendering in the construction industry.

Tenderers and Principal shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

It should be noted that in all RFT documentation words importing a gender include every gender.

7.1.2 Project information

The complete project description, scope of work, specific site and project requirements shall be as defined in the Technical Specification (*0136 General requirements (Construction)*) contained in Volume 2 of the Request for Tender (RFT) documents and as shown on the drawings contained in Volume 3.

This tender is for Contract No. XXX, construction of North Road between the Eastern Highway and West Drive, Compassville.

It is a Quality Assurance contract with the method of payment being Schedule of rates.

7.1.3 Relevant documents

The following documents are referred to in this RFT:

The RFT documents for this tender are:

VOLUME 1 – Conditions of Contract

- General conditions of contract (AS 2124:1992).
- Annexures to General Conditions of Contract.
- Special Conditions of Contract.

AS 2124 is not included as part of the contract documentation.

VOLUME 2 – Technical specifications

0136 General requirements (Construction).

0257 Landscape – road reserve and street trees.

1101 Traffic management.

1112 Earthworks (Road reserve).

1143 Sprayed bituminous surfacing.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

VOLUME 3 – Drawings

Project Drawings Supplementary Standard Drawings

VOLUME 4 – Tender submission documents

APPENDICES

- Statement of business ethics.
- The electronic tender response.
- Tender checklist.
- Tender evaluation.
- Price schedule.

The following documents do not form part of the RFT documents but are supplied as additional information to assist the Tenderer in the preparation of the tender submission:

- Geotechnical report.
- Environmental impact statement.
- Environmental assessment report.
- Traffic study.

The Principal does not guarantee that the information contained in any of these documents is accurate or complete and the Tenderer must make their own assessment as to the validity of the information when preparing the Tender.

7.1.4 Contractor's responsibility

It shall be the responsibility of the Contractor to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this RFT and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the Bill of Quantities or Schedule of Rates submitted.

7.1.5 Council's contact person

Enquiries regarding this RFT may be directed to:

- Name: Stuart Small
- Email: XXXX@midcoast.nsw.gov.au

Any questions arising during this RFT process, or requests for clarification or further information, **should be made in writing to the Contact Officer**. The preferred method of doing this is the utilisation of the tender forum established on www.midcoast.nsw.gov.au for this RFT. Alternatively you can e-mail the Contact Officer, which must contain the RFT Number in the subject line; the information supplied will be added to the tender forum.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

7.1.6 Site inspection and briefing meeting

Tenderers are required to attend the pre-tender briefing meeting and site inspection in order to submit a conforming tender.
 If Tenderers wish to have specific issues addressed at this meeting, formal notification should be forwarded to Council’s contact person at least 2 days prior to the meeting.

Tenderers are to register their interest in attending the pre-tender meeting and the site inspection by e-mailing Council’s contact person.

The briefing meeting and site inspection will be held on:

Day:

.....

Date:

.....

Time:

.....

Place:

.....

The meeting will be minuted and the minutes forwarded to all Tenderers and shall become part of the RFT documents. Tenderers will be required to sign a certificate of attendance at the end of the meeting.

7.2 Lodgement of Tenders

7.2.1 Vendor Panel

Request for Tenders must be lodged at www.vendorpanel.com.au (“Electronic Tender Box”) by the closing time. It is the tenderer’s responsibility to ensure tenders are lodged on time. Failure to meet these submission requirements may render the submission invalid in accordance with the requirements of the Local Government (Tendering) Regulation 2005.

Tenderers must complete the tender submission questions (replicated in Volume 4 of the tender documentation), which form the assessment criteria, at the “Electronic Tender Box”. Supporting documentation that the Proponent wishes to submit (if any) shall be submitted with the relevant question(s) at the “Electronic Tender Box”.

If tenderers have any problem in accessing the Electronic Tender Box or uploading a document they must contact the contact officer prior to closing time.

Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the closing time. Tenders lodged through the Electronic Tender Box will be deemed to be authorised by the Tenderer.

Tenderers acknowledge that:

- Lodgement of their Tender on time and in accordance with the conditions of Tender is entirely their responsibility; and
- Midcoast Council will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

Should the Tenderer become aware of any discrepancy, error or omission in the Tender and wishes to lodge a correction, or additional information, that material is to be updated on the Tender lodgement website prior to the Tender closing date and time.

So as to be received before the closing time and date for tenders.

Time:

Date:

7.2.2 Manual lodgement

Midcoast Council is committed to the implementation of an electronic tendering system similar to the initiative adopted by the NSW Government. The electronic tendering system has the capacity to allow viewing of

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documents, downloading or ordering of the RFT, and for the lodgement of Tenders in appropriate circumstances.

Tenderers must lodge their Tender electronically through the Council's e-tendering portal at www.vendorpanel.com.au

Tenders submitted manually will not be accepted.

7.2.3 Tender closing time

The deadline for lodgement of Tenders is 2 p.m., Thursday 5th June 2007 – New South Wales time zone, Australia, (closing time).

For Tenders submitted electronically, the time recorded by ApetPro360 is deemed to be the correct time and will be the means by which Council will determine that Tenders have been lodged by the Closing Time.

The judgement of the Midcoast Council as to the time a Tender has been lodged will be final.

Midcoast Council may, by written notice, extend the Closing Time in its absolute discretion.

Where Midcoast Council extends the Closing Time, the new Closing Time will apply equitably to all Tenders.

It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on TenderLink. Midcoast Council does not take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.

7.2.4 Late tenders

Tenders received after the Closing Time and date will not be accepted unless there has clearly been a mishandling of the Tender by Midcoast Council.

Lodgement of Tenders by the Closing Time is entirely the Tenderer's responsibility.

7.2.5 Corrections and additions

If a Tenderer becomes aware of an error or omission in its Tender and wishes to lodge a correction or additional information, the material should be lodged with Midcoast Council in writing at the Lodgement Address, before the Closing Time.

Subject to the following paragraph, Midcoast Council will not consider any correction or additional information submitted as part of a Tender, where the correction or additional information is received after the Closing Time.

Where Midcoast Council considers that there are unintentional errors of form in a Tender, Midcoast Council may invite the Tenderer to correct the error or clarify its response, but will not permit any material alteration or addition to the Tender.

Midcoast Council is not obliged to consider a correction or additional information received after the Closing Time.

7.2.6 Tender validity period

A Tender must remain open for acceptance for at least 90 days from the Closing Time. In the event of the withdrawal of the tender prior to the expiration of this period, the Tenderer shall be liable for all costs, losses or damages suffered by the Principal by reason of that withdrawal

7.2.7 Ownership of Tenders

All Tenders become the property of Midcoast Council once lodged. Midcoast Council may copy, amend, extract or otherwise deal with all or any part of a Tender for the purpose of conducting the RFT process. Unless Midcoast Council agrees otherwise with a Tenderer (RFT Submission Documentation clause 6), Midcoast Council reserves the right to disclose the contents of all Tenders for the purpose of:

- Conducting the RFT process; or
- As otherwise required to any Local Government Authority for the proper performance of its statutory or governmental responsibilities.

7.2.8 Clarifications

Midcoast Council may provide the answer to any query from a Tenderer to all other Tenderers without disclosing the source of the query, including (without limitation) by publishing the answer on the TenderLink websites, utilising the Tender Forum. Without limitation, Tenderers should expect that answers to queries that provide additional substantive information will be provided to all other Tenderers.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**7.2.9 Notice of changes to this RFT**

Midcoast Council may amend this RFT from time to time. Midcoast Council will notify known Tenderers of any amendments to this RFT, and post the relevant amendment on the TenderLink website through the issue of Addendum.

7.2.10 Addenda

Any addendum will be issued through TenderLink, or such other appropriate means that will reasonably ensure that all potential Tenderers are given a fair and equal access to information relating to the RFT. When an addendum is issued, TenderLink is designed to send a system-generated email to the email address of all registered users who have original Tender documentation, advising them of the issuance of an addendum.

7.2.11 Termination

Midcoast Council may terminate the Tender process at any time if it determines in its absolute discretion that it is in the public interest to do so.

7.3 TenderLink terms and conditions**7.3.1 TenderLink tender system**

TenderLink is an online tendering system utilised by Midcoast Council. TenderLink allows Tenderers to download Tender documentation and upload Tender responses. Tenderers must first register with TenderLink at www.tenderlink.com.

Access to and use of TenderLink is subject to terms and conditions. Tenderers must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on TenderLink.

It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on TenderLink. Neither Midcoast Council nor TenderLink take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.

Tenderers acknowledge that although TenderLink has implemented the security measures described on TenderLink, TenderLink does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

Tenderers should inform themselves concerning all security measures and other aspects of the TenderLink technical environment. Tenderers should make their own assessment of the TenderLink system prior to using it for any matter related to this RFT and no responsibility will be accepted by Midcoast Council arising in respect of any use or attempted use by any party of TenderLink.

7.3.2 Registered Tenderers and notices

In the event that Midcoast Council elects to vary or supplement this RFT or change the conditions of Tender, it will make reasonable efforts to inform Tenderers in accordance with this clause.

Tenderers may be informed by notices and other information issued as addenda posted on this RFT page on TenderLink.

Tenderers who have registered and downloaded the Tender documentation should be notified by TenderLink via email of any addenda issuance. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading Tender documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the Tender documentation again.

TenderLink requires Tenderers to log in to their system to collect addenda as notified.

Midcoast Council will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the TenderLink page for this RFT.

If a Tenderer has obtained Tender documentation other than from TenderLink, they must visit TenderLink, register as a user and download the Tender documentation for this RFT.

7.3.3 TenderLink Help Desk

All queries and requests for technical or operational support must be directed to:

TenderLink Help Desk

Telephone: 1800 233 533

Email: support@tenderlink.com

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The TenderLink Help Desk is available between 8:30am and 5pm, Monday to Friday (excluding NSW and national public holidays).

7.3.4 Virus checking

In submitting their Tenders electronically, Tenderers represent that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms or other disabling features which may affect TenderLink and/or the Midcoast Council’s computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

7.3.5 Proof of lodgement

When a Tender lodgement has successfully completed, an official receipt should be provided on screen. The Apet360Pro record of the time and date the Tender was received will be conclusive evidence of successful lodgement of a Tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender should also be automatically dispatched to the email address of the registered user whose details were recorded at login.

Failure to receive a receipt indicates that lodgement has not completed successfully.

TENDERERS SHOULD NOTE THAT THEY HAVE TO ANSWER ALL MANDATORY QUESTIONS TO ENABLE LODGEMENT TO OCCUR.

7.3.6 Security

Tenderers acknowledge that although Apet360Pro has implemented security measures, Apet360Pro does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

Tenderers acknowledge that:

- Lodgement of their Tender on time and in accordance with these conditions of Tender is entirely their responsibility; and
- Midcoast Council will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

7.4 Requirements for Tenders

7.4.1 Specified compliance statements

Tenderers should provide compliance statements indicating their compliance or otherwise with the Parts of this RFT that are listed in Clause 11 of Volume 4 (Tender Submission Documentation) including the Technical Specifications (Volume 2) and the Conditions of Contract (Volume 1).

Responses should be in the order in which the paragraphs or clauses appear and refer to the relevant paragraph or clause number.

Tenderers should only indicate ‘Complies’, ‘Partially Complies’, ‘Does Not Comply’ or ‘Not Applicable’ in accordance with the following definitions given to those terms:

Compliance statement	Definition
Comply	In the case of a paragraph or a clause which imposes a condition or an obligation, ‘Comply’ means that the Tenderer has submitted its Tender in full compliance with that condition or obligation. In the case of a paragraph or a clause which specifies a characteristic or performance requirement, ‘Comply’ means that the Tenderer will provide the requirement as specified. In the case of a paragraph or a clause which is of an informative nature only, ‘Comply’ means that the clause has been read, understood and is agreed. In the case of a paragraph or a clause where information has been requested, ‘Comply’ means that the information has been provided to the required level of detail and in the required format. In the case of a paragraph or a clause that specifies a future condition or an obligation, ‘Comply’ means that the Tenderer will comply in full and on time with that condition or obligation. Tenderers are encouraged to briefly explain how their Tender delivers the required outcomes. Failure to provide details may lead to a Tender being considered less effective than other Tenders where more comprehensive explanations were provided.
Partially Comply	In the case of a paragraph or a clause that imposes a condition or an obligation, ‘Partially Comply’ means that the Tenderer has submitted its Tender in partial compliance with that condition or obligation. In the case of a paragraph or a clause which specifies a characteristic or performance requirement, ‘Partially Comply’ means that the Tenderer will partially satisfy the requirement as specified.

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Compliance statement	Definition
	<p>In the case of a paragraph or a clause that is of an informative nature only, 'Partially Comply' means that the clause has been read and understood but only partially accepted.</p> <p>In the case of a paragraph or a clause where information has been requested, 'Partially Comply' means that the Tenderer complies partially with the request for information to the required level of detail and in the required format.</p> <p>In the case of a paragraph or a clause that specifies a future condition or an obligation, 'Partially Comply' means that the Tenderer will comply partially with that condition or obligation'.</p> <p>Tenderers should provide an explanation for their partial compliance.</p>
<p>Does not Comply</p>	<p>In the case of a paragraph or a clause which imposes a condition or an obligation, 'Does Not Comply' means that the Tenderer does not comply with that condition or obligation.</p> <p>In the case of a paragraph or a clause which specifies a characteristic or performance requirement, 'Does Not Comply' means that the Tenderer will not provide the requirement as specified.</p> <p>In the case of a paragraph or a clause which is of an informative nature only, 'Does Not Comply' means that the clause has been read, understood and not agreed.</p> <p>In the case of a paragraph or a clause where information has been requested, 'Does not Comply' means that the information has not been provided nor in the required format.</p> <p>In the case of a paragraph or a clause that specifies a future condition or an obligation, 'Does not Comply' means that the Tenderer will not comply with that condition or obligation.</p> <p>Tenderers should provide an explanation for their non-compliance.</p>

If a Tenderer does not include a compliance statement where required in relation to any paragraph or clause, or does not use the defined terms above in any required compliance statement, this may be treated by Midcoast Council as meaning that the Tenderer 'Does not Comply' with the paragraph or clause in its absolute discretion.

7.4.2 Electronic tender

Tenderers will utilise the web portal for the submission of information to complete their response to RFT Volume 4 Tender submission documentation – tender assessment questions.

7.4.3 Content and format requirements

This RFT contains various content and format requirements.

Subject to clause 2.5, Midcoast Council will only give further consideration to a Tender where, at the time of opening, the Tender meets the minimum content and format requirements.

The Minimum Content and Format Requirements are that the Tender must:

- Be presented in the English language; and
- Unless otherwise specified, express all measurements in Australian legal units of measurement.
- Contain prices meeting the requirements as stated in clause 4.12.

Midcoast Council at its absolute discretion, may also exclude Tenders from the evaluation process where other Content and Format Requirements are not substantially met.

7.4.4 Conditions for participation

Tenders must address the Conditions for participation specified below. The Conditions for participation are mandatory requirements. They are minimum standards that suppliers must meet in order to participate in this procurement process.

Tenderers failing to meet the Conditions for participation will be excluded from the evaluation process.

The Conditions for participation are:

- The Tenderer and subcontractors must not be bankrupt or insolvent;
- The Tenderer and its subcontractors must not be named as not complying with the Equal Opportunity for Women in the Workplace Act 1999. (For Australian companies only)
- The Tenderer and its subcontractors must not be named on the list of persons and entities designated as terrorists under the Charter of United Nations (Anti-Terrorism Measures) Regulations 2001.

7.4.5 Alterations, erasures or illegibility

Tenders containing alterations or erasures; handwritten amendments which are not initialled; or information which is not clear or legible, may be excluded from the evaluation process.

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Tenderers should provide sufficient information in response to questions in the Volume 4 Tender submission documentation, specifically the Tenderer profile, to enable Midcoast Council to clearly identify the legal entity with which a contract for the requirement in this RFT may be entered. After submission of a Tender, the Tenderer should promptly notify Midcoast Council of any changes to this information.

7.4.7 Confidential

Subject to this clause, Midcoast Council will treat information provided by Tenderers in connection with this RFT as confidential information prior to the award of a contract and in respect of unsuccessful Tenderers, after the contract is awarded.

Notwithstanding the above paragraph, Midcoast Council's obligation to keep confidential information provided by Tenderers will not be taken to have been breached to the extent that the information:

- Is disclosed by Midcoast Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process;
- Is disclosed to Midcoast Council's internal management personnel, solely to enable effective management of auditing of the RFT process;
- Is disclosed by Midcoast Council to the Councillors of Midcoast Council;
- Is shared by within Midcoast Council's organisation, or with another Local Government agency, where this fits within NSW Local Government Legislation;
- Is authorised or required by law to be disclosed;
- Is required to be disclosed in order to comply with NSW Local Government Legislation;
- Is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

In addition, in response to RFT Volume 4 Confidentiality Tenderers should note that Midcoast Council will only agree to treat information as confidential in cases that it considers to be appropriate in all the circumstances.

7.4.8 Alternative offers

In addition to lodging a Tender that complies with Volume 2 Technical specification, Tenderers may lodge a proposal with an alternative offer.

Information detailing the alternative offer(s) in detail is to be provided, with corresponding financial impacts, in a separate document and uploaded against the pricing question. This information will include what changes to the technical specification, contract documents, etc. is required to undertake the alternative offer(s).

Alternative offers will be considered at the sole discretion of Midcoast Council and shall satisfy the Principal's basic commercial and performance objectives, and technical and legal requirements.

7.4.9 Joint tenders

A joint Tender from two or more Tenderers may be considered by Midcoast Council at its discretion.

A joint Tender should be submitted for and on behalf of each member of the Tendering consortium, and must specify the structure and membership of the consortium, the role of each consortium member in providing the requirement in this RFT, and the extent to which each consortium member guarantees the performance of each other consortium member's role.

A consortium must contract with Midcoast Council as one single separate legal entity and provide a single point of contact for the consortium. A joint Tender submitted on the basis that two or more organisations will be jointly and severally liable may be considered.

7.4.10 Informal tenders and compliance

The Council may, in its discretion, reject any Tender that does not furnish all information or comply with all requirements of, or contains provisions not required or allowed by, the RFT.

Subject to the provisions of the NSW Local Government (General) Regulation 2005, Council shall be entitled in respect of any Tender to waive strict compliance with any of the requirements of the RFT if, in Council's discretion, the non-compliance is of a minor nature and does not materially prevent a proper assessment of Tenders.

7.4.11 Conditions of contract

The terms and conditions on which Midcoast Council intends to engage with the successful Tenderer (if any) will be in accordance with Volume 1 (Conditions of Contract). Tenderers are advised Midcoast Council's

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preference is to execute contracts without changes to the terms and conditions therein other than the schedules which are currently blank.

Where a Tender is based on the Conditions of contract being changed, the cost to Midcoast Council, project impact and associated overheads will be included in determining value for money.

7.4.12 Prices

Unless otherwise specified, prices must:

- Be expressed in Australian Dollars and as exclusive of applicable tax, consumption tax or duties. These taxes and duties are to be identified separately.
- Remain unalterable for the Tender validity period as specified in clause 2.6;
- Not vary according to the mode of payment; and
- Take into account the liability, indemnity and other relevant provisions regarding risk in the Conditions of contract and the technical specification.

Lump Sum Contract

The price submitted by the tenderer is a lump sum price for the undertaking of the contract. Tenders are advised to ignore any restriction on the use of lump sums as set out in the **Pay items** included in the technical specification.

7.4.13 Insurance

The successful Tenderer and their subcontractors will be required to have in place insurance arrangements as detailed below, the successful Tenderer shall seek approval from Council to any changes to those requirements specified below. Such insurance shall be maintained throughout the term of the contract.

Insurance of employees

Workers compensation or personal accident and illness insurance. Insurance against any death of or injury to persons employed by the Service Provider as required by the Workers Compensation Act 1987. Alternatively where the service Provider has no employees and in lieu of workers compensation insurance, Insurance for personal accident and illness under a policy that provides weekly benefits of at least 75% of weekly income, death and capital benefits of at least \$250,000, and minimum benefit period of 24 months.

Public liability insurance

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall contain a cross liability clause and a “principal’s clause” and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be *unlimited in the aggregate*. The amount of coverage is to be a minimum of \$20 million.

When providing a copy of the certificate of currency, the insurance agent is to supply details of all exclusions listed in the policy – nonconformance will disqualify your tender.

Motor vehicle insurance

In the case of any motor vehicle used in the performance of the contract, a Motor Vehicle Insurance covering accidental damage, fire and theft. The policy shall be for a sum not less than the full market value of the vehicle. In addition, where such vehicles are:

Registered Vehicles

- Insurance against any injury to any third party or parties under a Compulsory Third Party Insurance as required by the NSW Motor Accidents Act 1988; and
- Insurance against loss of or damage to any property whatsoever caused by the use of the vehicle when being driven by the Service Provider, its employees or any person not employed by the Service Provider. The policy shall have a limit of indemnity of not less than \$20,000,000 and shall be extended to include “CTP Gap Coverage Endorsement” cover and shall note the interest of the Principal as an insured.

The amount of coverage is to be a minimum of \$20 million.

Unregistered Vehicles (Plant)

Note: Any damage arising as a result of the plant being used as a “tool of trade” is to be covered by either an extension of the Service Provider’s comprehensive motor vehicle insurance or the liability endorsed onto the Service Provider’s public liability insurance.

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Insurance of the Works

Insurance against loss or damage to the Works, temporary Works and all materials and other things brought onto a site by or on behalf of the Service Provider. The policy shall include a cross-liability clause and a “principal’s” clause. The amount of coverage is the contract sum + 20%.

As part of their Tender, Tenderers must detail the insurance they have in place (providing copies of certificates of currency of insurance), or will have in place if chosen as the successful Tenderer, in Volume 4 (Tender submission documentation).

Marine liability insurance

The policy is to be in the name of the Contractor with the Principal as an additional name insured and is to cover the Contractor, the Principal, and all subcontractors employed from time to time in relation to the Works for their respective rights and interests and cover their liabilities to third parties. The policy is to be for an amount not less than \$5,000,000 for any one occurrence and shall include cross-liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the persons covered as if a separate insurance policy had been issued to each of them and generally agrees to waive all rights of subrogation or action against any of the persons covered.

Professional Indemnity Insurance

The policy is to cover the Contractor for liability to the Principal for a minimum amount of \$500,000 or 20% of the Contract Sum, whichever is greater, to a maximum of \$5,000,000 for loss (whether economic loss only or other loss) in a single occurrence arising from errors or omissions in design of the Works carried out by the Contractor or any subcontractor.

7.4.14 Subcontractors

If a Tenderer proposes that any part of the requirement in this RFT is to be performed under subcontracts, the names of the proposed subcontractors and details of the work proposed to be undertaken by them must be set out in the response required under Volume 4 (Tender submission documentation).

The successful Tenderer will:

- Be responsible for the actions of any subcontractor; and
- At all times remain responsible for the delivery of the requirement as set out in Volume 2 (Technical Specification).

7.4.15 Selected subcontract work

Midcoast Council has identified the following contractors and work in accordance with clause 10 of AS 2124.

Works	Subcontractor

The Tenderer is to recognise the Principal’s listing of selected Contractors in the Tender submission documentation, clause 2.8.2.

7.4.16 Nominated subcontract work

Midcoast Council has identified the following contractors and work in accordance with clause 10 of AS 2124.

Works	Subcontractor

The Tenderer is to recognise the Principal’s listing of nominated Contractors in the Tender submission documentation, clause 2.8.3.

7.4.17 Supporting material

The Tenderer may provide such supporting material with their Tender, as the Tenderer considers appropriate. Such material may be considered by Midcoast Council but does not form part of the Tender for evaluation purposes.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**7.4.18 Security, probity, risk and financial checks**

Midcoast Council reserves the right to perform such security or financial checks and procedures as Midcoast Council considers necessary in relation to the Tenderer, its officers, employees, partners, associates or related entities (including consortium members and their officers or employees if applicable). These checks may include (without limitation) ascertaining risk associated with each Tenderer in relation to:

- Financial viability;
- Corporate history;
- Significant litigation (past, present or pending);
- Past performance;
- Experience, qualifications and skills of resources; and
- Other issues of risk.

Each Tenderer agrees to provide, at its cost, all reasonable assistance to Midcoast Council in this regard.

7.4.19 Midcoast Council's confidential information

Tenderers are required to ensure that any of the employees, agents or subcontractors involved in meeting Midcoast Council's requirements do not either directly or indirectly record, divulge or communicate to any person, any confidential information concerning the affairs of Midcoast Council or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by Midcoast Council indicates to Tenderers is confidential or ought reasonably to know is confidential.

7.5 Participation in the RFT process**7.5.1 Acknowledgment and disclaimer**

Midcoast Council, its officers, employees, advisors and agents:

- Make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this RFT;
- Make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct; and
- To the extent permitted by law, expressly disclaim all liability arising from information contained in or omitted from this RFT or otherwise provided to a Tenderer.

It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tenders. Each Tenderer is deemed to have:

- Acquainted itself with all aspects of the site conditions, this RFT and all other documents included or referred to in it;
- Examined all other information provided by the Councils to the Tenderer in connection with this RFT;
- Examined all other relevant information available on reasonable enquiry; and
- Satisfied itself as to the completeness, correctness and sufficiency of the RFT; before submitting the Tender.

If a Tenderer has any doubts as to the meaning of any portion of the RFT they shall either:

- Ask Council's Contact Officer for clarification, which clarification shall be valid only if issued in writing. Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.
- Object to any term. If a Tenderer does object to any term they should submit a price in compliance with the RFT and a price with the removal of the item/section to which the Tenderer objects.

No claims that a Tenderer was disadvantaged by lack of information, or ability to resolve ambiguities, will be considered. Where Tenderers have made assumptions in preparing their Tender, these are to be clearly defined in the Tender.

In submitting a Tender, each Tenderer acknowledges that it has not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this RFT, or otherwise provided to a Tenderer by Midcoast Council or on Midcoast Council's behalf.

Midcoast Council will not be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this RFT process, including instances where:

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- A Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
- Midcoast Council varies the RFT process;
- For reasons of public interest, Midcoast Council decides to terminate the RFT process or not to contract for all or any of the requirements; or
- Midcoast Council exercises or fails to exercise any of its other rights under or in relation to this RFT.

7.5.2 Discrepancies, errors and omissions

A Tenderer that finds any discrepancy, error or omission in the RFT shall notify Council's Contact Officer prior to the Tender closing date and time.

7.5.3 Goods and services tax

Tenderers unit rates for services/materials tendered are to be shown as "exclusive of GST", upon the allocation of work, the amount of GST will be required to be shown separately on the supplier's invoice. All rates and prices are deemed to include all overheads; insurances; delivery and set up costs (where applicable); statutory charges; small tools and consumables.

7.5.4 Tenderer costs

All expenses and costs incurred by a Tenderer in connection with this RFT, including (without limitation) preparing and lodging a Tender, providing Midcoast Council with further information, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the Tenderer.

Midcoast Council will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT.

7.5.5 No contract

Nothing in this RFT should be construed to give rise to any contractual obligations or rights, express or implied, by the issue of this RFT or the submission of a Tender in response to it.

No contract will be created until a formal written letter of engagement is executed, between Midcoast Council and a Tenderer.

7.5.6 Opening of tenders and information concerning tenders

Tenders will be opened by the tender opening committee immediately after the advertised closing time and date. The public may attend.

A schedule of the name of the Tenderer, together with such remarks as may be relevant, will be exhibited in the public notice area of the Council Chambers.

7.5.7 Contract commencement date

The commencement of the Contract is nominated as the date of dispatch of the letter of acceptance of tender to the successful Tenderer or such other date detailed in the letter of acceptance. There shall be no Contract prior to the issue of a letter of acceptance.

Council does not bind itself to accept the lowest or any Tender submitted, nor will it be responsible for any, or pay for, expenses or losses, incurred by any Tenderer in the preparation of the Tender.

All Tenderers will be notified in writing of either a decision, or evaluation update within a reasonable period of time after the Tender close date.

7.5.8 Limited liability

In the event a court finds there to be a contract between Midcoast Council and a Tenderer regarding the conduct of this RFT process, contrary to clause 5.5, the Tenderer acknowledges that Midcoast Council's liability for any breach of the terms of such contract is limited to the Tenderer's costs of participation in the RFT process, and does not include liability for any lost profit, lost opportunity or other losses of the Tenderer.

7.5.9 Public statements

Tenderers must not make any public statements (including without limitation providing information or documents for publication in any media) in relation to this RFT or any subsequent contract arising out of this RFT, without Midcoast Council's prior written approval.

Midcoast Council will not withhold its approval to the extent the Tenderer is required to disclose information by the rules of a stock exchange.

7.5.10 Midcoast Council's rights

Notwithstanding any other provision of this RFT, Midcoast Council reserves the right, at any time to:

- Alter, amend or vary this RFT and the process outlined in this RFT;

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- If Midcoast Council considers that it is in the Public Interest to do so, suspend or terminate this RFT process or any part of it;
- Require additional information or clarification from any Tenderer or anyone else, or provide additional information or clarification to any Tenderer or anyone else;
- Negotiate or not negotiate with any one or more Tenderers, and discontinue negotiations at any time;
- Allow, or not allow, the successful Tenderer to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFT;
- Add to, alter, delete or exclude any of the requirement to be provided by the preferred Tenderer under this RFT; and
- Alter, amend or vary the terms of Volume 1 (Conditions of contract) at any time, including without limitation during negotiations.

For the avoidance of doubt, Midcoast Council may exercise its rights under this clause and elsewhere in this RFT at any time and in its absolute discretion, unless this RFT or the NSW Government Procurement Guidelines for Local Government expressly provides otherwise.

For the avoidance of doubt, it may be in the Public Interest suspend or terminate this RFT process if:

- There is a decision made to cancel or vary the program to which the procurement relates;
- There is a machinery of government change which affects responsibilities between agencies for programs to which the procurement relates;
- Unforeseen technological or environmental change occur which affects the business case for the procurement as specified;
- Unforeseen technical or operational problems occur which can be attributed to inadequate, incorrect or inappropriate specifications in the request document;
- There is a discovery of new information materially affecting the policy or operational effectiveness of the continuation of a project and/or procurement as specified;
- Funding is unavailable or insufficient through changes to appropriations or inability to obtain authority where necessary; or
- Midcoast Council deems suspension or termination of the RFT to be in the public interest.

7.5.11 Conflict of interest

Tenderers must include in their Tender details of any known circumstances that may give rise to an actual or potential conflict of interest with Midcoast Council in responding to this Tender or in the provision of the property or services specified in the Technical Specification.

To the best of the Tenderers "knowledge and belief, after due enquiry, the Tenderer shall confirm that no family relationship exists between:

- On the one hand, the Tenderer or any employee of the Tenderer directly or indirectly involved in the preparation or submission of the Tender; and
- On the other hand, any official or employee of Council involved in the evaluation of the Tender or administration of the Tender or in possession of confidential information relating to the Tender.

Disclosure of family relationships with Council officials or employees shall include details of the nature and extent of the relationship or association.

The Tenderers shall notify Council in writing immediately any provision of this conflicts of interest declaration becomes incorrect, with full details of the reasons.

If at any time after the Tender is submitted to Midcoast Council, an actual or potential conflict of interest arises or may arise for any Tenderer, that Tenderer must immediately notify Midcoast Council in writing with full details of the reasons. Midcoast Council may, in its absolute discretion:

- Enter into discussions to seek to resolve such conflict of interest;
- Disregard the Tender submitted by such a Tenderer; or
- Take any other action as it considers appropriate.

7.5.12 False or misleading claims

If a Tenderer is found to have made false or misleading claims or statements or obtains improper assistance, Midcoast Council may reject that Tenderer's Tender from any further consideration.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**7.5.13 Unlawful inducements**

Tenderers and their officers, employees, agents and advisors must not violate any applicable laws or Midcoast Council policies in relation to unlawful inducements in connection with the preparation or lodgement of their Tender and the RFT process.

7.5.14 Canvassing support

Any Tenderer who directly or indirectly canvasses support from an elected member or employee of the Council will be disqualified and the preliminary deposit paid by the Tenderer (if applicable) shall be forfeited.

7.5.15 Collusive tendering

Tenderers and their officers, employees, agents and advisors must not engage in any collusive Tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or person in relation to the preparation or lodgement of their Tender or the RFT process.

Tenderers must ensure that:

- Neither the Tenderers, nor any of its officers, employees or agents, has knowledge of the Tender prices of any other Tenderer prior to the Tenderer submitting its Tender; and
- Prior to the close of Tenders, neither the Tenderers, nor any of its officers, employees or agents, disclosed the Tender price submitted by the Tenderer to any other Tenderer or to any other person except a person who was assisting to submit its Tender.

Tenderers must not provide information, whether directly or indirectly, to any person or organisation to assist any other Tenderer to prepare a separate Tender.

7.5.16 Business ethics

Midcoast Council's policy is to engage in the highest standards of ethical behaviour and fair dealing. Council requires the same standards from those with whom it contracts. Tenderers acknowledge Midcoast Council's "Statement of business ethics" policy, and that they have read and understand the contents of that document and agree to comply with the requirements referred to therein. Refer to "Midcoast Council Statement of Business Ethics" Document – Appendix 1 included with this document.

7.6 Midcoast Council policy requirements**7.6.1 Freedom of information**

Tenderers should note the operation of the *Freedom of Information Act 1989*, which gives members of the public the right of access to documents in the possession of Midcoast Council and its agencies.

Tenderers should obtain their own independent professional advice on the impact of this Act on their participation in the RFT process.

7.6.2 Privacy

Midcoast Council is obliged to protect personal information in accordance with the principles in the *Privacy and Personal Information Protection Act 1998* (Privacy Act). Midcoast Council reserves the right at any time not to disclose any information that is subject to, or that Midcoast Council reasonably believes could be subject to, protection under the *Privacy Act*.

Tenderers must comply with applicable obligations under the Principles in the *Privacy Act*.

If Midcoast Council discloses any personal information to Tenderers, they must also comply with the public-sector obligations under the *Privacy Act*, to which Midcoast Council is subject, in relation to that information.

7.6.3 Workplace relations

All Tenderers will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:

- Workplace/industrial relations legislation;
- Work health and safety legislation;
- Workers compensation legislation; and
- Affirmative action legislation.

7.6.4 Conduct

Tenderers should note that Midcoast Council expects, where applicable, contractors and their personnel to conduct themselves in accordance with the values of Midcoast Council's Code of Conduct.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**7.7 Tender assessment**

Evaluation, negotiation and selection of tenders shall be in accordance with the requirements of AS 4120, Code of Tendering, and compliance with the NSW Local Government (General) Regulation 2005 under the NSW Local Government Act 1993.

7.7.1 Assessment objective

Midcoast Council will assess Tenders to identify the offer that it considers best represents overall value for money and is fully capable of meeting Midcoast Council's requirements.

Value for money is a comprehensive assessment that takes into account both cost represented by the assessment of price and value represented by technical worth assessment in the context of the risk profile presented by each Tender.

Tenderers are required to provide access to any information Midcoast Council considers reasonably necessary in order to evaluate their Tender.

7.7.2 Evaluation governance

Midcoast Council will establish an evaluation committee to oversee and manage the evaluation process.

The evaluation committee may include external advisers and third parties. Midcoast Council may make available to advisers and third parties a copy of any Tender for the purposes of evaluation.

The evaluation committee will use the following evaluation methodology:

- Each Tender will be examined and evaluated against the same evaluation criteria.
- Tenders which, in the opinion of Midcoast Council, meet the requirements to a greater degree may be shortlisted for further evaluation.
- The evaluation committee will make a recommendation concerning the preferred Tenderer or Tenderers.

The evaluation committee may seek clarification from and enter into discussion with any or all the Tenderers in relation to their Tender.

The evaluation committee may seek additional information in respect of any aspect of a Tender at any time.

The evaluation committee is not under any obligation to take into account additional information provided by a Tenderer and will not do so where that would introduce unfairness into the evaluation process.

It is permissible for the evaluation committee during evaluation phases to clarify any errors of form, such as technical omissions, ambiguities and anomalies, in a Tender with the Tenderer. However, this will not extend to a substantial re-tailoring of the Tender.

A short-listing process may occur in which Midcoast Council may, at its absolute discretion, exclude a Tender from further consideration at any stage of the RFT process if:

- It is found not to comply with the terms and conditions of the Tendering process;
- It is evaluated as not meeting or addressing a criteria;
- If it is found to be unacceptable in terms of effectiveness against the evaluation criteria;
- It is evaluated as representing a greater than acceptable price;
- It is found to be presenting unacceptable risk; or
- It is evaluated as not achieving a satisfactory standard.

It is not permissible for the evaluation committee to negotiate with Tenderers during the evaluation process.

Midcoast Council will not necessarily accept any Tender.

All final selection decisions will be made by Midcoast Council having regard to the evaluation committee's recommendations and any other matter Midcoast Council considers relevant.

All Tenderers will be informed in writing of the outcome of their Tender at the conclusion of the RFT process.

Unsuccessful Tenderers may request in writing:

- A statement of the reasons their Tender was unsuccessful; and
- An opportunity to be debriefed.

The content and/or format of any statement or debriefing is at Midcoast Council's absolute discretion.

7.7.3 Evaluation process: Stage 1 – Opening the electronic Tender box

Each Tender lodged with Midcoast Council in response to this RFT will be initially assessed to ensure that:

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- The Tender has been submitted by the Closing Time (or Midcoast Council has accepted the Tender as a Late Tender).
- At the time of opening the Tender, the Tender meets the Minimum Content and Format Requirements specified in this RFT at clause 4.8.

Tenders not meeting these requirements will not be considered further.

7.7.4 Evaluation process: Stage 2 – Conditions for participation evaluation

Remaining Tenders will be assessed against the Conditions for Participation stated in the RFT clause 4.9.

Tenders failing to meet these mandatory requirements will not be considered further.

7.7.5 Evaluation process: Stage 3 – Compliance evaluation

For each remaining Tender, the evaluation committee will assess risk associated with the Tenderer’s response to:

- Compliance with Conditions of tender;
- Compliance with the Conditions of contract;
- Tenderer details; and
- The Tenderer’s Declaration.

Tenders representing unacceptable levels of risk may be excluded from further consideration.

7.7.6 Evaluation process: Stage 4 – Technical worth

For each remaining Tender, the evaluation committee will conduct a quantitative (score) and qualitative (comment) assessment of the response to the Statement of requirement to determine the degree of effectiveness against the

Option 1:

Evaluation criteria:

Option 2:

Following evaluation criteria:

Evaluation criteria	Relative importance
Experience and knowledge	9
Skilled staff	7
Key performance indicators	3

Note: On the Relative importance scale 9 is most important and 1 is least important.

The evaluation committee will also identify risks associated with the Tendered response to the Statement of Requirements.

The evaluation committee will undertake a gap analysis (i.e. the difference between what is offered in a Tender and what is required by Midcoast Council) to determine the possible materiality of any weaknesses of a Tender.

Any Tender demonstrating a significant gap, which would reduce the likelihood of Midcoast Council achieving the stated project objective, may be excluded from further consideration.

7.7.7 Evaluation process: Stage 5 – Price evaluation

The evaluation committee will then consider pricing details for remaining Tenders and identify Tenders which are cost-effective.

The evaluation committee will also identify any risks associated with Tendered pricing.

Tenders which are not cost-effective may be excluded from further consideration.

7.7.8 Evaluation process: Stage 6 – Risk analysis

For remaining Tenders, the evaluation committee will undertake a risk assessment of any risk issues identified during Stage 4 of the evaluation process.

The evaluation committee may perform such security, referee or financial checks and procedures as considered necessary in relation to the Tenderer, its officers, employees, partners, associates or related entities (including consortium members and their officers or employees if applicable). These checks may include (without limitation) ascertaining risk associated with each Tenderer in relation to: financial viability;

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

corporate history; significant litigation (past, present or pending); past performance; experience, qualifications and skills of resources; and other issues of risk.

Any Tender demonstrating unacceptable risk, which would reduce the likelihood of Midcoast Council achieving the stated project objective, may be excluded from further consideration.

7.7.9 Evaluation process: Stage 7 – Presentations

For remaining Tenders, the evaluation committee may in its absolute discretion invite some or all Tenderers to give presentations for the purpose of demonstrating how their Tender would address the statement of requirements.

The evaluation committee will assess presentations in the context of the risk profile for a Tenderer.

Any Tender demonstrating unacceptable risk, which would reduce the likelihood of Midcoast Council achieving the stated project objective, may be excluded from further consideration.

7.7.10 Evaluation process: Stage 8 – Interviews

For remaining Tenders, the evaluation committee may in its absolute discretion visit Tenderer reference sites, and/or visit customers of a Tenderer (whether or not listed as referees), to conduct an interview for the purpose of assessing how the Tenderer would address the technical specification.

The evaluation committee will assess interviews in the context of the risk profile for a Tenderer.

Any Tender demonstrating unacceptable risk, which would reduce the likelihood of Midcoast Council achieving the stated project objective, may be excluded from further consideration.

7.7.11 Evaluation process: Stage 9 – Evaluation recommendations

Remaining Tenders will be assessed to determine their relative ability to satisfy the overall requirement (technical worth) at a competitive cost (cost analysis) and at an acceptable risk (risk analysis).

A preferred Tenderer, or Tenderers, will be recommended on this value for money basis.

7.7.12 The procurement delegate's decision

The evaluation committee will submit its evaluation report to a meeting of Midcoast Council for consideration.

The councillors of Midcoast Council will decide who Midcoast Council enters into contract negotiations with.

7.7.13 Contract negotiations

Midcoast Council may select any number of Tenderers with whom it will negotiate with a view to selecting a contractor.

During those negotiations Midcoast Council may seek variations to a Tender or seek supplementary information, to address any variation to Volume 2 (technical specification) which will improve value for money.

Midcoast Council will only consider variations to the Conditions of contract submitted in a Tender, unless such variations improve value for money.

8 0124 TENDER SUBMISSION DOCUMENTS



CONTRACT No. 15/11 TEN-TA-RD-111-11A

**QUALITY ASSURED, LUMP SUM CONTRACT
for the**

RECONSTRUCTION OF THE LAKES WAY AT TALAMBAR POINT

VOLUME 4 of 4

TENDER SUBMISSION DOCUMENTS

PREPARED BY: COUNCIL'S ENGINEERING SERVICES SECTION
DATE: FEBRUARY 2011
COPY No.: XXXX

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**8.1 Summary of Tender**

- 1.1 Tenderers are invited to summarise their Tender in this section (maximum 750 words).

8.2 Tenderer details**Tenderer profile and Contact details**

- 2.1 Provide the Tenderer's full legal name.
- 2.2 Provide the Tenderer's Australian Business Number (ABN).
- 2.3 Provide the business entity type. For example: an individual (sole trader), a body corporate (a company), a corporation sole (an ongoing paid office, for example a bishopric), a body politic, a partnership, an unincorporated association or body of persons, a trust, or a superannuation fund.
- 2.4 Provide the Tenderer's trading or business name.
- 2.5 Provide particulars of any material claim or judgment against the Tenderer.
- 2.6 Confirm that the Tenderer and subcontractors are not bankrupt or insolvent.
- 2.7 Confirm that the Tenderer and its subcontractors are not named as not complying with the Equal Opportunity for Women in the Workplace Act 1999.
- 2.8 Confirm that the Tenderer and its subcontractors are not named on the list of persons and entities designated as terrorists under the Charter of United Nations (Anti-Terrorism Measures) Regulations 2001.
- 2.9 Provide the Tenderer's contact name.
- 2.10 Provide the Contact's position within the organisation.
- 2.11 Provide the Contact's address.
- 2.12 Provide the Contact's postal address.
- 2.13 Provide the Contact's telephone number.
- 2.14 Provide the Contact's facsimile number.
- 2.15 Provide the Contact's e-mail address.

8.3 Critical assumptions

- 3.1 Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the requirement in the manner specified in this RFT, the Conditions of Contract, and the Technical Specifications.

8.4 Confidentiality & conflicts of interest

- 4.1 Identify any provisions of the Conditions of contract in Volume 1 you consider should be kept confidential, and detail reasons why the information should be considered confidential.
- 4.2 Identify any aspects of your Tender you consider should be kept confidential, and detail reasons why the information should be considered confidential.
- 4.3 Detail any conflicts of interest if selected to undertake the contract.
- 4.4 Describe your procedures for identifying and resolving conflicts of interest.
- 4.5 By indicating 'Comply', I make the following declaration: "The Tenderer warrants that, at the time of submitting their Tender, other than conflicts notified to the Council, no conflict of interest exists, or is likely to arise, which would affect the performance of its obligations, if the Tenderer were to enter into a contract".

8.5 Insurance

- 5.1 Provide details of your professional indemnity insurance, including the insurer, any limits or per claim or aggregate basis, policy reference number, and expiry date. Please attach a certificate of currency for this insurance and a insurance broker provided list of exclusions relating to the insurance policy.
- 5.2 Provide details of your public liability insurance, including the insurer, any limits or per claim or aggregate basis, policy reference number, exclusions written into the policy, and expiry date. Please attach a certificate of currency for this insurance and a insurance broker provided list of exclusions relating to the insurance policy.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- 5.3 Provide details of your workers compensation cover, including the insurer, number of employees covered and value of coverage, policy reference number, and expiry date. Please attach a certificate of currency for this insurance.
- 5.4 Provide details of your motor vehicle insurance, including the insurer, any limits or per claim or aggregate basis, policy reference number, and expiry date. Please attach a certificate of currency for this insurance.
- 5.5 Provide details of your Insurance of the Works, including the insurer, any limits or per claim or aggregate basis, policy reference number, and expiry date. Please attach a certificate of currency for this insurance.
- 5.6 Provide details of any other insurance relevant to the technical specification and RFT. Include the type of insurance, the insurer, any limits or per claim or aggregate basis, policy reference number and expiry date. Please attach a certificate of currency for each insurance policy detailed.

8.6 Response to technical specifications

8.6.1 Capacity to undertake the Contract

- 6.1 Provide the contact details for three (3) referees who can verify your organisations ability to meet the requirements specified in the RFT. Please provide the Name, Position, Telephone, Facsimile, Email and Type of Service Provided for each of the referees and describe the nature of the relationship and relevance to the RFT. You may wish to attach these details in a word document.
- 6.2 Detail your organisations ability and capacity to meet the requirements specified in the RFT.
- 6.3 Indicate how many persons are currently employed including full-time, part-time and casual employees.
- 6.4 Provide details of the last 5 similar contracts undertaken. Include a description of the work, value of the work, start and finish dates of contract, the client organisation's name and the name, phone, and email address of a contact person at this organisation.
- 6.5 Provide details of all current contracts your organisation is engaged in or committed to. Include a description of the work, value of the work, start date and estimated finish date of contract, the client organisation's name and the name, phone, and email address of a contact person at this organisation.
- 6.6 Provide details of all contracts your organisation has ever failed to complete. Include a description of the work, value of the work, start and finish dates of contract, the client organisation's name and the name, phone, and email address of a contact person at this organisation.
- 6.7 Provide details of proposed subcontractors including the names of subcontractors and details of goods and/or services to be provided by the proposed subcontractor.
- 6.8 Council has "**selected**" (as per clause 10 of AS 2124) subcontractors for this contract, details can be found at clause 4.21 of the Conditions of Tendering. Acknowledgement of these subcontractors is required.
- 6.9 Council has "**nominated**" (as per clause 10 of AS 2124) subcontractors for this contract, details can be found at clause 4.22 of the Conditions of Tendering. Acknowledgement of these subcontractors is required.
- 6.10 Tenderer's shall provide information on key personnel proposed to be used during the period of the Contract. This information is to include the following: name and position, how many years employed with your organisation, how many years employed in the industry, what other contracts could this key person be committed to during this contract, what is the estimated % commitment of this key person to this contract, what are this key person's qualifications, what similar previous contracts has this key person worked on and in what role, and provide a short resume (of no more than 2 pages) for each key person.
- 6.11 Detail the key performance indicators you would propose as a basis to measure the effectiveness of your performance.
- 6.12 Demonstrate how you will advise Midcoast Council of your performance against Key Performance Indicators.
- 6.13 Provide details of all physical resources to be utilised under this contract, such as plant and machinery detailing the make/model, description (including capacity), year of manufacture, and whether owned or leased.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**8.7 Financial capability**

- 7.1 What is the net worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets) of your organisation.
- 7.2 What is the current ration (ratio of current assets to current liabilities) of your organisation.
- 7.3 What is the working capital (current assets less current liabilities) of your organisation.

8.8 WHS management

- 8.1 Confirm (Yes/No) if the company has an WHS management system. Please provide details of any certification of the system by an independent authority. Please attach a copy with your submission.
- 8.2 Please attach sample project WHS management plan that would be relevant to this project.
- 8.3 Please provide a summary of injury statistics regarding your organisation and contractors engaged on your projects (different between) for the last 3 years, for each year. Statistics to include number of lost time injuries, LTIFR (lost time injury frequency rate), and MTIFR (medically treated injury frequency rate), and AIFR (all injury frequency rate).
- 8.4 Provide a list of safe work method statements your organisation has already documented for the processes to be utilised under this contract.
- 8.5 If there is a documented incident investigation procedure, provide a copy of a standard incident report form.
- 8.6 Confirm (Yes/No) if the organisation has procedures for identifying, assessing and controlling risks associated with manual handling. Please attach a copy with your submission if Yes.
- 8.7 Confirm (Yes/No) if the organisation has a drug and alcohol policy. Please attach a copy with your submission if Yes.
- 8.8 How does your organisation undertake site inductions on similar contracts.
- 8.9 How does your organisation undertake risk assessments on similar contracts.

8.9 Environmental & Quality management

- 9.1 What experience has your organisation, and specifically who within your organisation, have in regards to the development of environmental management plans and soil erosion and sediment control plans. Please attach examples of relevant plans developed for other projects.
- 9.2 Confirm (Yes/No) whether the organisation has an environmental management system. Please provide details of any certification, and the type of certification (e.g. ISO 14001) of the system by an independent authority. Please attach a copy with your submission.
- 9.3 Provide details on any environmental sustainability programs the organisation has operating.
- 9.4 Provide details of your organisations sediment and erosion control program.
- 9.5 Provide details of what actions your sediment and erosion control program requires under the contract.
- 9.6 Confirm (Yes/No) whether the organisation has a Quality management system. Please provide details of any certification, and the type of certification (e.g. ISO 9001) of the system by an independent authority. Please attach a copy with your submission.
- 9.7 Provide details of when the last time a formal Quality audit was conducted in accordance with the Quality standard. Please attach the report from the last formal Quality audit with your submission (this will remain confidential).
- 9.8 Does your existing quality assurance system fully cover the scope of works detailed in this RFT. If not what changes to your quality assurance system are required?

8.10 Technical specification requirements

- 10.1 Provide a draft Gantt chart for the undertaking of the project, with the timeline commencing at notification of awarding the contract, this date nominally being the 23rd February 2011.
- 10.2 Please detail where all waste generated during demolition and the construction works will be disposed of.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

8.11 Experience and knowledge

- 11.1 Demonstrate that your consultants have a strong track record in providing procurement support services.
- 11.2 Demonstrate that your consultants have experience in all elements of the procurement life cycle.
- 11.3 Demonstrate that your consultants are familiar with all requirements of the new government procurement framework.
- 11.4 Detail the experience of your consultants using tender evaluation software (APET® highly regarded).
- 11.5 Confirm your willingness to use Midcoast Council processes, tools and templates.
- 11.6 How do you maintain quality control in service delivery?
- 11.7 Provide detail of your organisation's track record in providing procurement support service, include relevant organisations for whom you have provided similar services in the past three years; and the nature and scope of the services provided.
- 11.8 Demonstrate your proven ability to deliver successful outcomes through your service delivery.

8.12 Skilled staff (consultants)

- 12.1 Demonstrate your ability to provide skilled resources to achieve effective outcomes for this panel.
- 12.2 Describe any resources Midcoast Council would be able to leverage that would contribute to successful procurement outcomes.
- 12.3 Tenderers must provide resumes, of no more than 2 pages per resume, for their proposed consultants (maximum 10 resumes). Please provide your resumes in Microsoft Word and attach it to this clause using the ARF.
- 12.4 Demonstrate your staff are capable of dealing with issues of complexity and take responsibility for actions.
- 12.5 Demonstrate that your staff provide timely and constructive advice on issues as they arise.

8.13 Compliance Statements

8.13.1 RFT - Forms of response

- 13.1 Tenderers are to provide a compliance statement for each clause of the **RFT Conditions of Tendering**. If appropriate, compliance may be indicated against groups of clauses, e.g. 'clauses 11.1 – 11.7 inclusive', or 'all'. Please complete the Microsoft Excel compliance spreadsheet "Compliance – RFT Conditions of Tendering.xls" and attach it to this clause. Completing and supplying this compliance spreadsheet is a Content and Format Requirement.
- 13.2 Tenderers are to provide a compliance statement for each clause of **Volume 2 Technical Specification**. If appropriate, compliance may be indicated against groups of clauses, e.g. 'clauses 11.1 – 11.7 inclusive', or 'all'. Please complete the Microsoft Excel compliance spreadsheet "Compliance – Technical Specification.xls" and attach it to this clause. Completing and supplying this compliance spreadsheet is a Content and Format Requirement.
- 13.3 Tenderers are advised Midcoast Council's preference is to execute deeds without changes to the terms and conditions therein. Tenderers are to provide a compliance statement for each clause of **Volume 1 the Conditions of contract**. If appropriate, compliance may be indicated against groups of clauses, e.g. 'clauses 11.1 – 11.7 inclusive', or 'all'. Please complete the Microsoft Excel compliance spreadsheet "Compliance – Conditions of Contract.xls" and attach it to this clause. Completing and supplying this compliance spreadsheet is a content and format requirement.

8.14 Pricing

8.14.1 Required pricing response

- 14.1 Please complete the Microsoft Excel pricing spreadsheet "Pricing.xls" and attach it to this clause using the ARF. Completing and supplying this pricing spreadsheet is a content and format requirement.
- 14.2 Confirm (Yes/No) whether it is agreed and understood that rates quoted for the first 12 months of the Contract will be fixed and not subject to variation.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

- 14.3 Confirm (Yes/No) whether it is agreed the range of rates are related to the level of expertise of each classification or grade for each professional consultancy type, and the rates are inclusive of all allowances, expenses, profit and overheads.
- 14.4 Confirm (Yes/No) whether a percentage discount will be offered if payments are made within certain time frames for example 14 or 21 days. If yes, please specify.
- 14.5 Indicate the preferred method of payment for example cheque/electronic funds transfer (EFT).
- 14.6 Confirm (Yes/No) that it is agreed and understood that there are no minimum charges, initial establishment costs or setup fees for providing the services.
- 14.7 Indicate the preferred method for calculation of rise and fall in the rates offered, for example Consumer Price Index Adjustment.
- 14.8 Confirm (Yes/No) that it is agreed and understood the contract rates may be subject to annual adjustment (after the initial 12 month period of the Contract Term) in accordance with the previous 12 months published CPI for Sydney. Price variations must be submitted in writing and approved by Council. Price variations will be effective from the date of written approval by Council only and will not be backdated.

8.15 Tenderer's Declaration**8.15.1 Required Declaration response**

- 15.1 Please complete the Tenderer's Declaration ("Tenderer Declaration.doc") and attach it to this clause. By lodging this Tender through Apet360Pro you are providing an electronic signature for this Declaration in accordance with the Electronic Transactions Act and corresponding state and territory acts. Completing and supplying this Tenderer's Declaration is a Content and Format Requirement. Provide the Name of the person making the Declaration; and the Position within the Tenderer's organisation of the Person making the Declaration.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**9 SAMPLE DOCUMENT 3 – EXTERNAL BUILDING SURVEILLANCE****Notes on the preparation of sample Contract 3 – External building surveillance**

In the preparation of this sample contract, the following assumptions were made:

- The nature of the service does not warrant a comprehensive, accredited quality plan. A simple list of quality requirements was drafted.
- The Contract was predominantly a service contract, *0135 General requirements (service)* was used as a guide in the preparation of a simple alternative document of similar structure. It is anticipated that such drafting will often be appropriate due to the varied nature of service contracts.
- Tender submission documents are extracted from *0123 Tender submission documents*.
- Review of available standard general conditions of contract suggested the most straightforward document with sufficient protection for both Principal and Contractor was AS 4905. Amendments were necessary. The amendments were described using the model of reporting put forward in AS 2124 and AS 4000.
- Councils already using the as 4000 series, may substitute AS 4905 or AS 4906 for minor works contract conditions, or AS/ANZ 4911 General conditions of contract for the supply of equipment without installation or AS 4912 General conditions of contract, for the periodic supply of goods as appropriate in Volume 1 Conditions of Contract of this Sample Contract.
- The specification *1581 External building surveillance* includes the opportunity for the Superintendent to approve repairs to security on buildings facilities and secured areas. This is considered likely only for simple repair or where urgent action is required outside normal hours. Payment is subject to an approved work order and estimate as for a contract variation.

GOVERNVILLE SHIRE COUNCIL**COUNCIL LOGO****CONTRACT No. SAMPLE 2
QUALITY ASSURED, LUMP SUM CONTRACT**

**for the
EXTERNAL SURVEILLANCE SERVICES**

**of
COUNCIL BUILDINGS AND 'SECURED AREAS' IN WEST WARD, GOVERNVILLE**

**for the period
1 JULY 2020 to 30 JUNE 2021**

PREPARED BY: COUNCIL'S ENGINEERING SERVICES SECTION
DATE: MAY 2020
COPY No: 1

Contract No: SAMPLE 2

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Contract Title: EXTERNAL SURVEILLANCE SERVICES

10 SECTION A: TENDER INFORMATION

1. Information for Tenderers

2. Conditions of tendering

10.1 Information for tenderers

This tender is for: Contract No. SAMPLE 2. Provision of external surveillance services to buildings and secured areas located in the West Ward of Governville Shire over a period of twelve (12) months.

It is a Contractor Quality Assured Contract with the method of payment being Lump Sum paid in monthly instalments.

The document may be downloaded free of charge from www.governville.nsw.gov.au or purchased from:

Council name: Governville Shire Council

Section/Dept: Customer Service Centre

Address: Local Street, Governville, NSW XXXX

At a cost of: \$20.00 per set. (This amount is not refundable)

Method of tendering: Open Tendering by public advertisement in accordance with AS 4120

Briefing meeting:

Date: 3 May 2020

Time: 3.00 pm

Status: Compulsory

Place: Meeting Room B, Governville Council Centre, Local St, Governville.

Closing date and place for tenders:

Date: 31 May 2020

Time: 2.00 pm

Place: Governville Shire Council, Local Street, Governville

Council's contact person:

Name: Denis Smith

Phone: XX XXXX XXXX

Fax: XX XXXX XXXX

Email: Aaa.Bbbb@governville.nsw.gov.au

10.2 Conditions of tendering

10.2.1 Contract information

Preamble

The Conditions of Tendering have been prepared in accordance with the obligations of the Principal contained in the Australian Standard AS 4120, Code of Tendering, which sets out the ethics and obligations of the Principal and Tenderers in tendering in the construction industry.

Tenderers and Principal shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

It should be noted that in all contract documentation words importing a gender include every gender.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Service information

The complete service description, scope of work, specific site and service requirements shall be as defined in the Technical Specification contained in Volume 2 of the Contract documents and as shown on the schedules contained in Volume 3.

This tender is for Contract No. Sample 2, provision of external surveillance services to buildings and secured areas located in the West Ward of Governville Shire. It is a Quality Assured contract with the method of payment being Lump Sum paid monthly on a pro rata basis.

Relevant documents

The following documents are referred to in this contract:

The contract documents for this project are contained in Section B and comprise:

- VOLUME 1 – Conditions of contract
 - . General Conditions of contract: AS 4905 Minor Works Contract conditions. (Superintendent administered).
 - . Annexures to Minor Works Contract conditions.
 - . Special Conditions of contract.
 - . AS 4905 is not included as part of the documentation but is deemed to be included in the Contract.
- VOLUME 2 – Technical specifications
 - . Technical specification for service
 - . Operations – Buildings – External building surveillance
- VOLUME 3 – Schedules
 - . Off-site Surveillance – Schedule of buildings.
 - . On-site Surveillance – Schedule of buildings and secured areas.
 - . Buildings and secured areas to be locked/unlocked.
- VOLUME 4 – Tender submission documents
 - . PART A. Tender forms and declarations
 - * 1. Tender form
 - * 2. Bill of Quantities
 - * 3. Bank guarantee requirement
 - * 4. Tenderer's particulars – Current commitments
 - * 5. Tenderer's particulars – Prior termination of project(s)
 - * 6. Tenderer's particulars – Project history
 - * 7. Register of Tenderer's Subcontractors and Suppliers
 - * 8. Statutory declaration on non-collusive tender declaration
 - . PART B. Required information
 - * 1. Contractor's management structure
 - * – Key personnel
 - * – Key equipment
 - * 2. Contractor's Quality plan for this Contract
 - * – Procedures
 - * – Diaries and logs
 - * – Checklists

Contractor's responsibility

It shall be the responsibility of the Contractor to ascertain all information relating to the services and site conditions that may affect the progress or method of performing all services as specified within the scope of this Contract and to prepare for every contingency that may arise.

It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the Bill of Quantities submitted.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Council's contact person

Enquiries regarding this tender may be directed to:

Name: Denis Smith
Position: Purchasing Manager
Phone: XX XXXX XXXX
Fax: XX XXXX XXXX
Email: Aaa.Bbb@governville.nsw.gov.au

10.2.2 Tender submission information**Supporting information from tenderers**

The Tenderer shall provide documentary evidence to prove they have the necessary competence, resources, quality management and financial capacity to carry out the Works. Such evidence shall be provided by diligent completion of the complete set of tender submission forms.

Subcontractors

The Tenderer is required to provide, on the tender form in Volume 4, Tender submission documents, the names and telephone numbers of Tenderer's Subcontractors.

Site inspection and briefing meeting

Tenderers may conduct site inspections on their own behalf by arrangement with the Council's contact person.

Tenderers are required to attend the pre-tender briefing meeting in order to submit a conforming tender.

If Tenderers wish to have specific issues addressed at this meeting, formal notification should be forwarded to Council's contact person at least 2 days prior to the meeting.

Tenderers are to register their interest in attending the pre-tender meeting by telephoning Council's contact person.

The briefing meeting will be held on:

Day: Monday
Date: 3 May 2020
Time: 3.00 pm
Place: Meeting Room B, Governville Shire Council, Local Street, Governville.

The meeting will be minuted and the minutes forwarded to all Tenderers. The minutes shall become part of the tender documents. Tenderers will be required to sign a certificate of attendance at the end of the meeting.

Alternative proposals

Alternative proposals will not be accepted for this Contract.

Tender validity period

Tenders will be valid for a period of 90 days from the tender closing date. In the event of the withdrawal of the tender prior to the expiration of this period, the Tenderer shall be liable for all costs, losses or damages suffered by the Principal by reason of that withdrawal.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**Tender lodgement requirements**

Tenders shall be submitted on the Forms and Schedules provided by the Principal in Volume 4, Tender submission documents, and shall be enclosed in a sealed envelope and the envelope marked legibly in block letters as follows:

Contract No. SAMPLE 2

Tender for: EXTERNAL SURVEILLANCE SERVICES – WEST WARD

and either delivered by hand or by courier and placed in the:

Tender Box

Ground Floor

GOVERNVILLE SHIRE COUNCIL

Local Street

GOVERNVILLE NSW XXXX

or

sent by Facsimile to the General Manager: XX XXXX XXXX

or

mailed to the Tender Box addressed as follows:

TENDER BOX

GOVERNVILLE SHIRE COUNCIL

PO BOX 20

GOVERNVILLE NSW XXXX

so as to be received before the closing time and date for tenders.

Time: 2.00 pm

Date: MONDAY 31 MAY 2020

Late tenders

A posted tender which is received after the closing time and date will only be considered if the Tenderer can satisfy Council that formal tender documents and all other requisite essential information were posted or lodged at a Post Office or other recognised delivery agency within a reasonable time to ensure delivery before the deadline for closing of tenders, and the Tenderer has taken all possible action to expedite delivery when notified of a late arrival.

‘Essential information’ shall mean all information in the Tender form and all information which is required by the Conditions of tendering to be submitted with the Tender form.

‘In-house’ tender

The Principal is not willing to accept a tender from Council’s business unit.

Tender evaluation and selection

Evaluation, negotiation and selection of tenders shall be in accordance with the requirements of AS 4120, Code of Tendering and *Local Government (Tendering) Regulations 1993* under *the Local Government Act 1993*.

The evaluation criteria shall be:

- Conformity with the tender documents.
- Value for money.
- Technical, managerial, physical and financial resources.
- Evidence of capability.
- Quality system.

The Principal is not bound to accept the lowest, or any tender.

The successful Tenderer, and the price which is accepted, shall be notified in writing to all Tenderers.

Post tender submissions

The Principal may call for post tender submissions from some or all tenderers in order to assist with the evaluation.

Such submissions will be confidential between the Principal and Tenderer.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

The call for such submissions will not bind the Principal to proceed to accept a tender.

Post tender negotiations

The Principal may enter into negotiation with a preferred Tenderer or a number of candidate tenderers.

Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS 4120 (1994).

The undertaking of negotiations will not bind the Principal to proceed to accept a tender.

Cost of tendering

All costs associated with tender preparation and submission shall be borne by the Tenderer.

Contract commencement date

The commencement of the Contract is nominated as the date of the letter of acceptance of tender to the successful Tenderer. There shall be no Contract prior to the issue of a letter of acceptance.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Contract No: SAMPLE 2

Contract Title: EXTERNAL SURVEILLANCE SERVICES

11 SECTION B: THE CONTRACT

11.1 Volume 1: Conditions of contract

General conditions of contract

Annexure to the General conditions of contract

Special conditions of contract

THE GENERAL CONDITIONS OF CONTRACT SHALL BE AS 4905 MINOR WORKS CONTRACT CONDITIONS (Superintendent Administered) THIS DOCUMENT IS DEEMED TO BE INCLUDED IN THE CONTRACT DOCUMENTS

An amended copy of AS 4905 shall be included in the document set at this position.

Recommended amendments to AS 4905 are set out on the following page.

Copies of AS 4905 available from SAI Global.

11.1.1 Annexure of amendments to AS 4905

The following clauses have been deleted from AS 4905, the Minor Works Contract conditions (Superintendent administered).

Clause 9.1	Care of the work under the CONTRACT	
	Page 5	Lines 28–38 inclusive
Clause 20.3	Extension of time	
	Page 11	Lines 11–18 inclusive
Clause 20.5	Liquidated damages	
	Page 11	Lines 28–38 inclusive
Clause 20.6	Delay damages	
	Page 11	Lines 39–43 inclusive

The following clauses have been amended and differ from the Australian Standard AS 4905:

Clause	Partial deletion (yes/no)	Additional paragraph inserted to nominated clause as follows:
1	yes Page 1, Lines 19-21 inclusive	'Date of practical completion' means the date nominated in the Contract or defined in the Contract as the date upon which the period for the Works terminates.
1	yes Page 2, Lines 9 and 11	'Site' means the nominated buildings and secured areas included in the Works.
1	yes Page 2, Line 15	'work' includes the provision of services and materials.
1	yes Page 2, Lines 16–19	'work under the Contract' means the work which the Contractor is or may be required to execute under the Contract and includes variations, remedial work, defect correction and temporary works.
6.2	no	Approval of the Superintendent, confirmed in writing, is required if any part of the Works are subcontracted by the Contractor.
17	yes Page 9, Lines 26 and 27	

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

19 yes
 the word
 'construction' in
 Lines 21 and 23 on
 Page 10

11.1.2 Special conditions of contract

1 Prior venue booking check

Prior contact will be made with both Council's halls booking clerk and Council's park booking clerk to ascertain if any special functions are planned that will interfere with the patrol frequency or locking times.

2 Memorial Hall, additional advice

Should an incident occur at Memorial Hall on Major Street, then in addition to the specified notification, notification shall also be given directly to the Director of Community Services.

11.2 Volume 2: Technical specifications

0135 General requirements (Services).

1581 External building surveillance.

11.3 General

11.3.1 Responsibilities

Objectives

General: Provide labour, materials and equipment as documented.

Period of contract: 12 months with the option of an extension for a further 12 months if mutually agreed between Council and the Contractor.

General description of services: Provision of security and surveillance services for nominated buildings, facilities and secured areas. It includes the following:

- Programmed inspections to assure buildings, facilities and secured areas are locked in accordance with the Schedule.
- Programmed testing of the functionability of pre-existing surveillance and intruder alarm systems on-site at locations detailed in the Schedule.
- Programmed testing of the functionability of the Contractor off-site alarm monitoring system.
- Programmed patrol duties in accordance with the Schedule.
- Necessary servicing, maintenance and defect correction of pre-existing surveillance and intruder alarm systems subject to the preparation of an order and approval of the Superintendent.
- Monitoring of intruder alarm systems from a central control facility and the provision of mobile security patrols in accordance with the Schedule.
- The internal surveillance of buildings is not included in this Contract.

Location: West Ward of Governville Shire.

11.3.2 Cross references

General

Requirement: Conform to the following:

- *0162 Quality (Supply).*
- *0163 Quality (Delivery).*

11.4 Service requirements

11.4.1 General

Contractual relationships

Contractual responsibilities: Responsibilities and duties of the Principal, Contractor and Superintendent are not altered by requirements in the referenced documents.

Directions: All instructions are directed to the Contractor unless, noted otherwise.

Approvals: Obtain all approvals from the Superintendent unless, noted otherwise.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Current editions

General: Use referenced documents (including test methods) which are the editions, with amendments, current 3 months before the closing date for tenders, except where other editions or amendments are required by statutory Authorities.

Site copies: [complete/delete]

List here any copies of standards required to be held on site.

Drawings

Contract documents: Conform to the drawings included in the technical specifications.

11.4.2 Quality assurance

General

Requirement: Conform to the following:

- 0162 Quality (Supply).
- 0163 Quality (Delivery).

Additional requirements: [complete/delete]

Include any quality requirements specific for the particular service, such as checklists for surveillance systems or diary records for patrols.

11.4.3 Project specific requirements

Location and description of project

Extent of works: The Works to be provided under this Contract comprise of services described in the technical specification *1581 External building surveillance*. Specific site requirements exist and are set out in the Schedule of buildings, facilities and secured areas which is an annexure to this worksection.

Programming of services

Provide all services in compliance with programme requirements of *1581 External building surveillance* and in accordance with the Contractor's submitted programme subsequently approved by the Superintendent.

During the term of the Contract the Contractor's programme will only be altered when a revision is submitted 7 days in advance of proposed implementation of the alteration and the Superintendent's approval is obtained in writing.

General

Insurances: Provide certificate of currency for evidence of workers compensation insurance, insurance of the works or public liability insurance.

Superintendent representative: Dennis Smith.

Working area

Control facility: Provide, equip and maintain a room, office or other facility, approved by the Superintendent, to provide for the organisation and operations control of:

- The monitoring and approved maintenance of pre-existing intruder alarm systems installed in Council's buildings.
- The communication with mobile security patrols, supervisory staff and the procurement of assistance in routine and emergency situations.
- The maintenance of the operations and records in accordance with the Contractor's Quality plan.

Access: Make accessible for inspection by the Superintendent at all times.

Licensed personnel: Make sure all operations staff involved in surveillance is licensed security personnel in accordance with the requirements of the Security Industry Registry of the NSW Police.

Maintenance: The Contractor shall be responsible for the provision and maintenance of the off-site control room.

Contract identification

Staff: The Contractor's staff will wear the uniform of the Contractor and will carry on their outer garments personal identification clearly showing a photograph and security license number. Staff shall be neatly and appropriately dressed at all times.

Vehicles: All vehicles used in the security patrol operations will clearly display the Contractor's identification.

Buildings: The Contractor shall install and maintain signs as approved by the Principal on buildings and facilities and adjacent to secured areas. Indicate the signs with the Contractor's name and that the building

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

areas are under constant patrol and surveillance. Submit the details of the sign's type, size, legend, and fixing method to the Superintendent for approval prior to installation.

Off-site surveillance

Communication: At the commencement of the Contract, liaise with the Superintendent to establish effective communication between the intruder alarm systems in each building under Contract and the Contractor's central control facility.

Continuous monitoring: Provide continuous monitoring of the intruder alarm systems during the times shown in the schedules provided in Volume 3 of this Contract.

Manuals and data sheets: The Principal will provide a complete alarm system operation manual and data sheet for each building or facility under Contract.

Security system maintenance: Where required to provide the Works under the Contract the nominated premises and fixtures including any installed security surveillance system shall be maintained, serviced and corrected as necessary by the Contractor to ensure its effective operation during the term of the Contract.

Such work will be the subject of an application prepared by the Contractor and subject to approval by the Superintendent or may be nominated by the Superintendent and will be payable as a variation to the Contract under clause 23 of the General conditions of contract.

On-site surveillance

Attendance: The Contractor's security patrols will attend each building and area under Contract at the frequencies and times shown in the schedules provided in Volume 3 of this Contract. Visits are to be at non repetitive random times.

Duties: At each attendance, the security patrol will conduct a complete external surveillance of the building, its adjacent grounds, courtyards and parking areas, and shall inspect the security of doors and windows.

Contact with control facility: The security patrol will immediately contact the control facility and report any evidence of break-ins, defective security and outdoor lighting or property damage for further action by Police, Council and/or other Authorities.

Staff: Staff at the control facility will contact the Superintendent when action is required to re-establish security of the building, facility or secured area. The security patrol shall make routine contact with the control facility at intervals no greater than one (1) hour.

Attendance recording on-site: At the completion of each attendance, the security patrol will leave a calling card marked with the date and time of attendance. Where electronic or touch-pad recording systems are installed, the attendance shall be recorded as required by the system.

Recording and reporting

Logs: Maintain an operations and incident log to record the date and times of each attendance at the buildings and areas together with the incidents reported by the security patrols.

Incidents, defects, damage: Details of incidents which warranted Police notification, together with details of defective security/outdoor lighting and property damage, will be forwarded to the Superintendent by facsimile at the start of business on the next working day.

Summary incident report: Submit a summary incident report with each monthly invoice for payment. Summarise the following in the incident report:

- All actions initiated due to intruder alarm activation.
- Patrol call-out due to reported disturbances.
- Damage to buildings.
- Other applicable comments regarding the security of buildings and areas.
- Notification of necessary maintenance related to security and requests for approval to undertake maintenance.

Lock/unlock designated buildings, facilities and secured areas

Frequencies and times: Lock and unlock buildings, facilities and secured areas designated in the schedules provided in Volume 3 of this Contract, at the frequencies and times shown in the schedules.

Keys and security cards: the Superintendent will issue all keys or security cards required for the designated buildings, facilities and secured areas to the Contractor for use during the period of the Contract.

Security deposit: Lodge a security deposit of \$200.00 at the commencement of the Contract refundable on the safe return of all keys at the end of the Contract.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Possession of keys: The keys or security cards will remain in the possession of the Contractor or Contractor's employees at all times. Furnish the names of the Contractor's employees in possession of keys or security cards shall be furnished to the Superintendent within seven (7) days of the commencement of the Contract and shall be updated quarterly thereafter.

Lost keys and replacement costs: The Contractor will immediately inform the Superintendent of lost keys or security cards within two (2) hours of the Contractor being aware of the loss. If the loss of keys or security cards by the Contractor necessitates the replacement of lock hardware or other security measures and incurs costs to the Principal, those costs shall be borne by the Contractor (being deductible from the next monthly progress payment).

11.4.4 Work not in contract**Work by others**

Program precautions: Coordinate the works with simultaneous and/or adjacent work by others and liaise with other Contractors and Authorities to avoid disruption, delays and possible conflict.

Access: If required by the Superintendent, allow free access for completion of any work by others.

Work by others: [complete/delete]

11.4.5 Environmental requirements**Protection of the environment**

General: [complete/delete]

Statutory requirements: [complete/delete]

Protection of public activities

General: [complete/delete]

Dust control: [complete/delete]

Working hours

Working hours: [complete/delete]

Requirement: Obtain approval for any works required outside of normal working hours.

Work outside working hours: [complete/delete]

11.4.6 Noise control**Limits on noise**

Noise suppression: Fit and maintain the following:

- Residential class silencers to all engine exhausts.
- Covers to all engines.
- Mufflers to noisy vehicles.
- Enclosure or noise screens to equipment.

Maximum noise levels: Less than an L₁₀ sound pressure level, when measured at any noise sensitive location, such as a residential premise.

L₁₀ sound pressure level threshold: [complete/delete]

Council requirements: [complete/delete]

11.4.7 Public utilities**Protection of services**

Requirement: Do not interfere with the work, installations or assets of Public Authorities.

Delivery and storage of materials: [complete/delete]

11.4.8 Site facilities**General**

Workers' facilities: Provide facilities for all employees and subcontractors.

Approval: Before using any areas nominated in Contract documents, obtain written approval.

Maintenance: Keep the site facilities clean and pay all the rates.

Removal: Before date for practical completion.

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

11.4.9 Measurement and payment

General

Method of payment: Lump Sum contract.

Special Council requirements: [complete/delete]

Methodology

Variations: Do not allow for payment variations or adjustments in programme due to conformance to the requirements of this worksection.

Compensation: Do not allow for any damage and compensation payments resulting from non-conformance to the requirements of this worksection.

Lump sum inclusions: The Lump Sum amount expressed as an annual payment and as accepted for this Contract will include and is deemed to include (without limiting what is or is deemed to be included):

- All administration costs associated with surveillance activities.
- All costs associated with establishment, implementation and maintenance of the surveillance control facility.
- All plant, labour and materials costs associated with surveillance activities, including costs associated with subcontractors.
- All travelling costs associated with surveillance activities under the contract.
- All costs associated with the maintenance of the Contractor’s Quality plan, operations and records and the preparation of reports to the Superintendent.

Lump sum components: The Contract Lump Sum will comprise of the sum of the Schedule of Lump Sum Components by surveillance activity as completed and submitted at time of tender. The Contractor will estimate the amount of work for each of the surveillance activities that are deemed to be included under the lump sum from inspection of the buildings and areas.

Submission of progress claims

Monthly payment claims: Submit calendar monthly payment claims to the Principal. Include the following in the invoices:

- For Lump Sum surveillance activities, a portion of the lump sum for surveillance calculated on a pro-rata basis related to the annual lump sum.
- The Summary incident report.

Payment: The Principal will pay the Contractor the amounts as determined above within thirty (30) days of receipt of the invoice.

11.5 Volume 3: Schedules

11.5.1 Schedule of buildings and/or secured areas for on-site surveillance

No.	Building/secured area		Patrol attendance	
	Name	Address	Frequency (Attendances per day)	Inspection duration per building or site
1	Civic Centre	6 Civic Street	3	30 min
2	Memorial Hall	8 Major Street	2	15 min
3	Senior Citizens Centre	12 Olds Street	2	15 min
4	Council Depot	20 Falcon Street	3	10 min
5	Baby Health Centre and Library	4 Young Street	2	10 min
6	Waste Depot	6 Rhodes Street	1	15 min
7	Catchment Management Offices	1 Flavelle Street	2	5 min
8	Recycling Depot	2 Green Point Road	1	10 min
9	Neighbourhood Centre	8 Wellbank Street	2	5 min
10	Council Shop Front Offices	25 Main Street	3	5 min

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

Patrol frequency and schedule requirements

Patrol frequency per day	Time period range for inspections*			
1	1800 hrs – 600 hrs			
2	Period 1	= 1800 – 2200 hrs	Period 2	= 2200 – 600 hrs
3	Period 1 Period 3	= 1800 – 2200 hrs = 100 – 600 hrs	Period 2	= 2200 – 100 hrs

* based on 24 hr clock expressed as 2400 hrs

11.5.2 Schedule of buildings for off-site surveillance

From Central Control Facility

No.	Building name	Address	No. of Sensors
1	Civic Centre	1a Civil Street	26
2	Memorial Hall	24 Major Street	14
3	Senior Citizens Centre	346 Olds Street	14
4	Council Depot	8 Falcon Street	13
5	Baby Health Centre and Library	2 Young Street	10

All the scheduled buildings/facilities shall be continuously monitored between 1800 hrs and 600 hrs.

11.5.3 Schedule of buildings and/or secured areas to be locked/unlocked

	Building or secured area	Address	Device	Time (24 hrs)	
				Lock	Unlock
1.	Aardvark Park	Waitara Pde, Grove Town	Gates	1630	0700
2.	Atterberge Library Centre	2 Williams St, Hills Town	Doors	1800	0830
3.	Bombora Baby Health Centre	5 Botany Rd, Bombora	Gates	1800	0830
4.	Coniston Hall	6 Glen St, Coniston	Doors	1730	1000
5.	Falcon Depot	7 Short St, Falcon	Gates	1630	0700
6.	Hendon Car Park	28 Jackson Rd, Hendon	Chain	1800	0730

11.6 Volume 4: Tender submission documents

- 1 Tender form
- 2 Bill of Quantities
- 3 Bank guarantee requirements
- 4 Tenderer’s particulars – Financial (general)
- 5 Tenderer’s particulars – Financial (insurance)
- 6 Tenderer’s particulars – Current commitments
- 7 Tenderer’s particulars – Prior termination of projects
- 8 Tenderer’s particulars – Project history
- 9 Tenderer’s particulars – WHS/Quality assurance/environmental system
- 10 Tenderer’s particulars – Personnel
- 11 Register of Tenderer’s Subcontractors and Suppliers
- 12 Selected and nominated Subcontractor
- 13 Major machinery and equipment
- 14 Statutory declaration on non-collusive tender declaration
- 15 Acquaintance with Site
- 16 Receipt of addenda
- 17 Statement of conformance

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

18 Instrument of agreement

11.6.1 Instruction to tenderer

General: Complete in full and submit the forms in numerical order listed above. The completed forms, declarations and required information shall comprise the Tender Submission Documents. Initial and date each form at the bottom right hand corner.

Omissions: The omission of any of the forms or required information listed above may, at the absolute discretion of the Principal result in a nonconforming Tender and be subject to rejection.

Confidential information: All Submitted information will be treated as confidential.

11.6.2 Tenderer’s acknowledgment

Contract:

Contract No:

Date:

Signature of Tenderer:

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

TENDER FORM

The Tenderer must complete and submit with tender. All submitted information will be treated as confidential

I, (Print name)
Of (Tendering Organisation)
located at (Business Address)
On this
day of
.....(Year)

having fully acquainted myself with the Conditions of Tendering and Contract Documents and accordingly the obligations and responsibilities of the Contract do hereby tender to perform the work described below:

Contract:	EXTERNAL BUILDING SURVEILLANCE	Contract No.	SAMPLE 2
as publicly invited by: GOVERNVILLE SHIRE Council, in accordance with the following documents.			
Volume 1	{	The General conditions of contract AS 4905	
	{	Annexure to the General conditions of contract	
	{	Annexure of amendments to AS 4905	
	{	Special conditions of contract	
Volume 2	{	Technical specifications	
Volume 3	{	Schedules	
Volume 4	{	Tender submission documents	
	{	Amendments to the Contract	

Other documents compiled by the Tenderer and submitted are as follows:

1.
2.

By submitting this tender the Tenderer warrants and represents that it has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tender price. The Tenderer warrants and represents that it has included for all such risks and contingencies in its tender price.

Signature of Tenderer:
Phone and facsimile numbers:
Subscribed and declared this
day of(Year)
Before me: (Print name)
Witness:(Signature)

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS

BILL OF QUANTITIES

The Tenderer must complete and submit with tender. All Submitted information will be treated as confidential.

The quantities shown are estimated quantities only and are not to be taken as correct quantities of work to be carried out.

OFF SITE SURVEILLANCE FROM CENTRAL CONTROL FACILITY

Item No.	Description	Lump sum component \$
1.	Civic Centre	
2	Memorial Hall	
3.	Senior Citizens Centre	
4.	Council Depot	
5.	Baby Health Centre and Library	
SUB-TOTAL		\$

ON SITE SURVEILLANCE

Item No.	Description	Lump sum component \$
1.	Civic Centre	
2	Memorial Hall	
3.	Senior Citizens Centre	
4,	Council Depot	
5.	Baby Health Centre and Library	
6.	Waste Depot	
7.	Catchment Management Offices	
8.	Recycling Depot	
9.	Neighbourhood Centre	
10.	Council Shop Front Offices	
SUB-TOTAL		\$

LOCK AND UNLOCK SITES

Item No.	Description	Lump sum component \$
1.	Aardvark Park	
2	Atterberg Library	
3.	Bombora Baby Health Centre	
4,	Coniston Hall	
5.	Falcon Depot	
6.	Hendon Car Park	
SUB-TOTAL		\$

CONTRACT LUMP SUM

\$

GUIDELINES FOR PRINCIPALS – SAMPLE DOCUMENTS**PART B: Required information**

1. CONTRACTOR'S MANAGEMENT STRUCTURE

- Key personnel.
- Key equipment.

2. CONTRACTOR'S QUALITY PLAN FOR THIS CONTRACT

- Procedures.
- Diaries and logs.
- Checklists.