

Conditions of Tendering

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Conditions of Tendering

THERE ARE 8 PAGES IN THIS SECTION

This section includes notices to tenderers.

The Conditions of Tendering section does not form part of the Contract.

1 General

1.1 Contact Person

Refer requests for information about the Tender to:

The Principal's online forum is: 'VendorPanel'

Access to VendorPanel is via: <https://login.vendorpanel.com.au>

The Contact Person is:

Name:	Chris Jackson
Telephone number:	0428 196 374
e-mail address:	chris.jackson@cabonne.nsw.gov.au

2 Tenderer Eligibility

2.1 Acceptable Legal Entities

The Principal contracts only with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter the contract.

The Principal will not award this Contract to a Tenderer that is a trustee if the Tenderer cannot demonstrate that it will be able to meet all of the requirements of the contract, including the financial assessment requirements, for the entire contract period.

2.2 Quality Management

The Principal may elect to pass over a Tender from a Tenderer that does not demonstrate the capability to develop and implement a project quality management plan.

Submit when requested the information identified in Tender Schedules - **Schedule of Quality Management Information**.

2.3 Work health and safety management

Tenderers must demonstrate their capacity to manage the works in accordance with current Work Health and Safety Acts and Regulations. The Principal may elect to pass over a Tender from a Tenderer if there is no evidence of the capability to comply with WH&S obligations of a PCBU.

Submit with the Tender the information identified in Tender Schedules - **Schedule of Work Health and Safety Management Information**.

2.4 Environmental management

The Principal may elect to pass over a Tender from a Tenderer that does not demonstrate the capability to develop and implement an environmental management plan.

Submit with the Tender the information identified in Tender Schedules - **Schedule of Environmental Management Information**.

2.5 Financial assessment

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government agencies or authorities without the express written permission of the Tenderer.

Information about the financial assessment services scheme (Scheme SCM2491) is available on the buy.nsw website at:

<https://buy.nsw.gov.au/schemes/financial-assessment-services-scheme>

The main criteria considered in financial assessment of tenderers are:

- Net Tangible Assets (total assets, excluding any assets of company directors, less total liabilities less intangible assets);
- Current Ratio (ratio of current assets to current liabilities); and
- Working Capital (current assets less current liabilities).

The Principal considers a Tenderer meeting the following financial indicators, with no other significant detrimental financial characteristics, to be financially satisfactory in respect of its Tender:

- Net Worth exceeds 5% of the initial Contract Price;
- Current Ratio exceeds 1; and
- Working Capital exceeds 10% of the initial Contract Price.

Deviations from the above indicators will not necessarily prevent the Principal from considering any tender.

The Principal may elect to pass over a Tender from a Tenderer if any of the above financial assessment indicators are below a threshold acceptable to the Principal. The Principal may, at its discretion, also consider other actions where defects in the financial assessment may be able to be rectified.

Submit, when requested by the Financial Assessor or Principal, the Financial Assessment information shown in Tender Schedules - **Schedule of Financial Assessment Information**.

3 Contract details

3.1 Site

Site information may not form part of the Contract. Refer to General Conditions of Contract clause 36 - **Site Information**. Also refer to Preliminaries clause – **Site - Existing Services** for *Site* related contract requirements.

The Tenderer may apply to the Contact Person to request further investigations. The Principal will only consider such a request in exceptional circumstances.

Reports And Site information

Reports and other Site Information are available as follows:

- Electrical Report of existing Infrastructure

Investigations Carried Out

Investigations carried out on this site include:

- Design Brief –Pool Filtration & Water Treatment – Stage 1 PWT Works
- Facility Design Group Report

Other Site Activities

Other site activities which may affect this site are:

- General maintenance performed by Cabonne Shire Council staff and sub contractors

3.2 General Conditions of Contract

The Request for Tender (RFT) documents include a copy of the GC21 Edition 2 General Conditions of Contract –

3.3 Cost adjustment

The work is not subject to Cost Adjustment for labour and materials.

3.4 Insurance

The Contractor must arrange insurance of the Works and add Cabonne Council as an interested party on the policy (and any temporary works) and public liability insurance and pay all premiums in accordance with General Conditions of Contract clause 27 - **Insurance**.

Asbestos liability insurance

The Contractor must arrange any asbestos related insurance required by law. Any other asbestos related insurance is at the discretion of the Contractor. The Contractor will not be entitled to any additional payments for asbestos related insurance. The Principal does not require the Contractor to hold any particular Asbestos Liability Insurance under General Conditions of Contract clause 27 – **Insurance**.

Other Insurance

Unless otherwise advised by the Principal, the Contractor must arrange and pay all premiums for all other insurance required under General Conditions of Contract clause 27 – **Insurance**.

For professional indemnity insurance, a Certificate of Currency or evidence of the ability to obtain the required insurance, such as a letter from a broker or insurer, may be required as a condition of acceptance of tender. Professional Indemnity to be provided by the Contractor for the value of the Contract.

3.5 Proposed Subcontractors and Consultants

For any individual Subcontract or consultancy agreement valued at more than \$100,000 or 2% of the Contract Price, whichever is the greater, complete Tender Schedules - **Schedule of Proposed Subcontractors and Consultants**, providing the names of the Subcontractors and Consultants and descriptions of the type of work they will be carrying out. Include confirmation that the recent WHS, environmental and workplace relations management performance of the proposed Subcontractors and Consultants has been reviewed by the Tenderer and found to be satisfactory. Submit the Schedule when requested.

This information will be taken into account in assessing the tenders. Identification of Subcontractors and Consultants before the award of the Contract will be taken as an indication of the team approach to be used by the Contractor and a demonstration that the Contractor will not trade off different subcontractors' prices to obtain a lower price (a practice that is unacceptable under the NSW Government Supplier Code of Conduct) .

3.6 Design development and documentation resources

Where the Tenderer proposes to use internal resources for design development and documentation in any discipline not subject to Preferred Subcontractors, complete and submit the **Schedule of Internal Designers** to demonstrate that each of the key staff have the proven competence, qualifications and experience to satisfactorily perform the proposed functions.

Where the Tenderer proposes to use other than internal resources for design development and documentation that is not subject to Preferred Subcontractors, complete and submit the **Schedule of External Designers** to demonstrate their proven competence, qualifications and experience to satisfactorily perform the proposed functions.

3.7 Development application

The successful Tenderer must complete and lodge a Development Application. See Preliminaries clause - **Development Consent**.

3.8 Disclosure of Tender and Contract information

Details of this tender process and any contract awarded as a result of the tender process may be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW).

3.9 Exchange of information by the Principal

By submitting a Tender, the Tenderer authorises the Principal to gather, monitor, assess, and communicate to other State and Commonwealth Government agencies or local government authority's information about the Tenderer's financial position and its performance in respect of any contract awarded as a result of the tender process. Such information may be used by those agencies or authorities in considering whether to offer the Tenderer future opportunities for work.

3.10 Unconditional undertakings - approved institutions

For the purpose of giving unconditional undertakings, banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA are acceptable. Lists appear at the APRA website at:

<https://www.apra.gov.au/list-of-registered-financial-corporations>

The Principal is prepared to consider proposals from Tenderers for the approval of Unconditional Undertakings by substantial financial institutions, not registered by APRA, which lawfully carry on business in Australia. The Principal may require the submission of evidence demonstrating the substance and status of any proposed financial institution without cost to the Principal.

4 Further information

4.1 Addenda to RFT Documents

If, as a result of a request for clarification from a Tenderer or for any other reason, the Principal issues an instruction amending the Request for Tender (RFT) documents, the instruction will be issued in writing to all tenderers in the form of an Addendum, which becomes part of the RFT documents. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the RFT documents.

4.2 Site access restrictions

Tenderers and their agents or representatives must:

- obtain permission to inspect the Site from the Client's Representative at least 48 hours before access to the Site is required;
- upon arrival, at the pre-arranged time, introduce themselves at the Client Representative's office prior to undertaking their inspection of the Site.

The Client's Representative's details are:

Name: Chris Jackson
Telephone number: 0428 196 374
e-mail address: chris.jackson@cabonne.nsw.gov.au

The Client's Representative may be contacted:

on the following days: »Mon - Fri
between the hours of: »9am – 5pm

Tenderers should telephone the Contact Person if they experience difficulty in securing an appointment with the Client's Representative for a site inspection.

4.3 Mandatory Pre-Tender meeting

A Mandatory pre-tender meeting will be held on the date, at the time and at the place nominated in the advertisement being:

A site inspection/meeting has been arranged for this Tender to be held on the **2nd May 2024 at 8.30 am**. The location of the first site meeting will be at the Molong Swimming Pool (Hill Street Molong NSW 2866).

The Contact Person will be available at that time to answer any Tenderer's queries regarding the Tender.

It is a condition of Tendering that the Tenderer has availed themselves of the necessary information to undertake the completed works described in this contract.

5 Preparation of Tenders

5.1 Alternative Tenders

The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and design concept expressed in the tender document. Where an alternative tender is proposed, submit a detailed description of the alternative stating clearly the manner in which it differs from the detailed requirements of the RFT documents and including separate tender schedules applicable to the alternative.

Alternative tenders will not be considered unless the Tenderer has submitted a conforming tender.

Alternative Price Not Subject to Cost Adjustment

The Principal will consider additional tenders which offer a price not subject to cost adjustment.

5.2 Optional Additional Work

Complete and submit with the Tender Form, Tender Schedules - **Schedule of Optional Additional Work**. Do not include the price for any optional additional work in the price stated on the Tender Form.

The Principal may elect not to proceed with any optional additional work.

5.3 Qualifications and Departures

Qualifications and departures include any condition, offer or proposal of any nature appearing on any documents submitted with or within the Tender which constitute any variation of, omission from or addition to this RFT.

Where the Tenderer considers a qualification or departure to its Tender is necessary, it may discuss its concern with the nominated contact person and/ or utilise the option, if available, to submit an alternative tender.

Refer to Conditions of Tendering - **Evaluation of Tenders** for information on the evaluation of qualifications and departures.

Submit with the tender the information shown in Tender Schedules - **Schedule of Qualifications and Departures Information**.

5.4 Non-Price Criteria Information

Refer to Conditions of Tendering - **Evaluation of Tenders** for information on the evaluation of non-price criteria.

Submit with the tender the information shown in Tender Schedules - **Schedule of Non-Price Criteria Information**.

5.5 Information for "Payment Claim Worksheet"

Submit when requested the details shown in Tender Schedules - **Schedule of Information for General Conditions of Contract - Schedule 3 (Payment Claim Worksheet)**.

5.6 Contract Information

Submit when requested the details shown in Tender Schedules - **Schedule of Contract Information**.

5.7 Technical data

Submit the details shown in Tender Schedules - **Schedule of Technical Data**.

5.8 Program

Submit a program in the form of a bar chart or network diagram, showing how Scheduled Progress will be achieved and including allowance for likely holiday periods; restraints imposed by the Principal’s Documents; any Milestones; and any external dependencies including provision of access and work by others. Refer to Tender Schedules - **Schedule of Program Information** for additional requirements. This program may form part of the Contract under General Conditions of Contract clause 22 - **Time management**.

5.9 Tender Concept Design

Submit the details shown in Tender Schedules - **Schedule of Tender Concept Design**.
 The Tenderer’s tender concept design, if accepted, will be further developed into the Contractor’s Documents under Preliminaries clause - **Contractor’s Tender Concept Design**. The Tenderer’s tender concept design must be able to satisfy all the design requirements of the Contract.

6 Submission of Tenders

6.1 Documents to be submitted

The following documents must be completed and submitted by the Tenderer:

Preface.....	Error! Bookmark not defined.
1 Tender Form.....	Error! Bookmark not defined.
2 Schedule of Prices - Lump Sum	Error! Bookmark not defined.
3 Schedule of Qualifications and Departures Information.....	Error! Bookmark not defined.
4 Schedule of Weighted Non-Price Criteria Information	Error! Bookmark not defined.
5 Schedule of Proposed Subcontractors and Consultants	Error! Bookmark not defined.
6 Schedule of Quality Management Information	Error! Bookmark not defined.
7 Schedule of WHS Management Information:	Error! Bookmark not defined.
8 Schedule of Environmental Management Information:.....	Error! Bookmark not defined.

List all returnable documents, E.G. Tender form, other Tender schedules, Any mandatory alternative tenders etc.

Do not change the text on the Tender Form or Tender Schedules, other than to insert the required information.

Acknowledge on the Tender Form, by listing the applicable Addendum numbers, that the Tender allows for all Addenda issued.

6.2 Submission procedure

Submit the Tender Form, Tender Schedules marked ‘Submit with Tender Form’ and other required documents or information by the date and time given in the advertisement or invitation.

If more than one tender submission is made, mark each submission clearly as to whether it is a copy, an alternative tender, or whether the submission supersedes another submission.

Submit when requested, by the date, time and method stipulated in the request, Tender Schedules marked 'Submit when requested' and any other information requested by the Principal to allow further consideration of the Tender. See Contract Information for details.

Failure to meet these requirements may result in the Tender being passed over.

Any tender that is not received in full at close of tenders may be passed over.

6.3 eTendering

Tenders must be submitted electronically using the Principal's nominated electronic tendering system the www.vendorpanel.com.au website. Log in and search for this RFT by name and number.

Tenderers must comply with conditions with regard to acceptable file types and file sizes. Tenderers should review the terms and conditions with regards to the Vendorpanel system prior to uploading their tender.

Electronic lodgement must be "fully complete" by the nominated close of tenders as the electronic link will terminate at this time.

Submitted electronically via www.vendorpanel.com.au so as to be received before the closing time and date for tenders.

Time: 9:00 am

Date: **Monday, 20th May 2024**

Login as an *Vendor Panel* system user, locate the RFT web page and follow on-screen instructions. Access is generally available 24 hours a day, 7 days per week.

Legal status

Tenders submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than tenders submitted by other means.

Lodgement of a tender electronically is evidence of a Tenderer's acceptance of any conditions shown on the eTendering website.

The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt.

Electronic Format for Submissions

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 2007, or any format required by the RFT.

Any CAD files submitted with an electronically lodged tender must be in DGN, DWG, or DXF format. The Principal uses Microstation and Tenderers must ensure that any CAD files submitted that will correctly display and print in Microstation.

File Compression

Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Tenderers must not submit self-extracting (*.exe) zip files.

6.4 Late Tenders

late tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised.

7 Procedures after closing of Tenders

7.1 Evaluation of Tenders

In evaluating tenders, the Principal may take into consideration factors including, but not limited to: whole of life costs; innovation; delivery time; quality offered; previous performance; experience; capability; work health and safety performance; workplace and industrial relations performance; environmental management performance; quality

management capability; community relations; value adding including economic, social and environmental initiatives; and conformity.

Tenders will be assessed using a weighted scoring process based on information provided with the Tender. The ratio of price to non-price criteria will be 60 : 40.

The non-price criteria (in priority order with most important listed first) will be:

- TIME FOR COMPLETION – CONSTRUCTION PROGRAM.
- PREVIOUS EXPERIENCE AND CAPABILITY, INCLUDING COMPLETION OF SIMILAR PROJECTS IN REGIONAL NSW.
- UNDERSTANDING PROJECT RISKS.
- WHS, ENVIRONMENTAL AND QUALITY SYSTEMS.

The Principal may elect to pass over a Tender from a Tenderer with an assessed score on any of the above non-price criteria that is below a threshold acceptable to the Principal.

The Principal may assess the value of any qualification in any Tender, without reference to the Tenderer, and compare tenders on the basis of the Principal's assessed valuation.

The Principal may treat any detail required by the RFT documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirement.

7.2 Acceptance of Tender

The Principal may accept tenders that do not conform strictly with all requirements of the RFT documents.

The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender document may be passed over.

No Tender, or qualification or departure from a contract condition or specification, is accepted unless the Principal gives an acceptance or formal agreement in writing.

7.3 Protection of privacy

The Tenderer warrants, in respect of any personal information provided in this Tender or any contract arising from this Tender, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

- that the information is being collected for the purpose of evaluating tenders and administering any contracts arising from those tenders and may be made available to other NSW government agencies or local government authorities for those purposes;
- whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and
- of the existence of any right of access to, and correction of, the information.

END OF SECTION – CONDITION OF TENDERING