



City of  
Mount Gambier

## **Tender AF20/530**

---

Railway Station Building Toilets Refurbishment

# Table of Contents

---

	Page No
1. Structure of this RFT .....	5
2. Section A – Background & General Information .....	6
3. Section B – Conditions of Tendering .....	7
3.1 Definitions .....	7
3.2 Request for Tenders .....	8
3.2.1 Tender Documents .....	8
3.2.2 Obtaining a Copy of this RFT .....	8
3.2.3 Electronic Lodgement of Tenders .....	8
3.2.4 Late Tenders .....	9
3.2.5 Extension of Time for the Submission of Tenders .....	9
3.2.6 Tender Validity Period .....	9
3.2.7 Tender Process .....	9
3.2.8 Timing of Tender Process .....	9
3.2.9 Copying Tenders .....	10
3.3 Communication between the Parties .....	10
3.3.1 Enquiries or Requests for Information or Clarification .....	10
3.3.2 Tenderer's Representative .....	11
3.3.3 Site/Industry Briefing .....	11
3.3.4 Tenderer not to solicit the Council and its employees .....	11
3.4 Tender Preparation .....	11
3.4.1 Tenderers to be informed .....	11
3.4.2 Evidence of Registration or Licensing .....	11
3.4.3 Conflict of Interest .....	11
3.4.4 Use of Sub-contractors .....	12
3.4.5 Ombudsman Act .....	12
3.4.6 Freedom of Information .....	12
3.4.7 Collusion .....	12

3.4.8	<i>Tenderer's confidential information</i> .....	12
3.5	Tender Documents.....	13
3.5.1	<i>Conforming Tenders</i> .....	13
3.5.2	<i>Non-Conforming Tenders</i> .....	13
3.5.3	<i>Content of Tenders</i> .....	13
3.6	Acknowledgement by Tenderers.....	13
3.7	Council's Rights.....	14
3.8	Tender Evaluation .....	15
3.8.2	<i>Use of Tender Documents</i> .....	15
3.8.3	<i>Debriefing of Tenderers</i> .....	15
3.9	Acceptance of Tender.....	15
3.10	Unsuccessful Tenders .....	16
3.11	No Legal Requirement.....	16
4.	<b>Governing Law</b> .....	16
5.	<b>ICAC</b> .....	16
6.	<b>Section C – Contract for Works</b> .....	17
7.	<b>Section D – Specifications for the Works</b> .....	18
8.	<b>Section E – Tender Response Schedules</b> .....	21
Schedule 1	<b>Tender Form – Formal Offer</b> .....	22
Schedule 2	<b>Tenderer's Details</b> .....	26
Schedule 3	<b>Financial Capacity</b> .....	27
Schedule 4	<b>Licences and Accreditation</b> .....	28
Schedule 5	<b>Insurance</b> .....	29
Schedule 6	<b>Work Health &amp; Safety &amp; Risk Management</b> .....	30
Schedule 7	<b>Environmental Management System</b> .....	31
Schedule 8	<b>Quality Systems</b> .....	32
Schedule 9	<b>Industrial Relations Record</b> .....	33
Schedule 10	<b>Conflict of Interest</b> .....	34
Schedule 11	<b>Referees</b> .....	35
Schedule 12	<b>Statement of Conformity</b> .....	366
Schedule 13	<b>Organisation Structure, Facilities and Resources</b> .....	377

<b>Schedule 14 Experience.....</b>	<b>39</b>
<b>Schedule 15 Customer Service Plan.....</b>	<b>410</b>
<b>Schedule 16 Implementation Schedule and Transition Plan .....</b>	<b>421</b>
<b>Schedule 17 Value Added Services, Improvements and Innovations .....</b>	<b>432</b>
<b>Schedule 18 Pricing.....</b>	<b>443</b>
<b>Schedule 19 COVID- 19 Existing Conditions .....</b>	<b>465</b>

## 1. **STRUCTURE OF THIS RFT**

---

This RFT is comprised of five sections, being:

- 1.1 Section A - Background and General Information to Tenderers
- 1.2 Section B - Conditions of Tendering
- 1.3 Section C - Draft Contract for Works
- 1.4 Section D - Specifications
- 1.5 Section E - Tender Response Schedules

## 2. SECTION A – BACKGROUND & GENERAL INFORMATION

---

- 2.1 The City of Mount Gambier (the **Council**) invites Tenders from suitably qualified Tenderers for the provision of Railway Station Toilets Refurbishment (the **Works**). The Council will enter into a Contract for Works with the successful Tenderer.

- 2.2 History of the Railway Station Building:

The Railway Station building was completed in July 1918 at a cost of £3,425 (pounds) and the first ticket was issued on 16 September 1918 to the son of John Livingston M.P who was returning to St Peters College, Adelaide.

Material used in the construction of the building was local limestone with dolomite footings. The uniquely designed gabled roof was covered with Eureka tiles from Ballarat. In 1955, the tiles were replaced with metal roof decking and a number of other add ons and ancillary changes were made to the Station building.

With the conversion of the Adelaide to Wolseley line to standard gauge in 1995, freight Works to Mount Gambier ended and the Station building then became a home for a local radio station.

The Limestone Coast Railway operated a tourist train from Mount Gambier between 1998 and 2006 but the station building has sat idle for some years since the City of Mount Gambier took ownership and commenced the redevelopment of the railway lands in the period 2013-2016.

Commencing in 2013, the City of Mount Gambier rehabilitated the platforms, railway lands, platform shelter and the signal box (which is now used as public toilets). As part of the redevelopment works there was a strong connection in the design plans to preserve various historical elements that link the importance of railway history to the development of the Mount Gambier Township, as we know it today.

In 2020 the Stage One works were completed, including re-roofing and the exterior restoration of the Railway station building.

### 3. SECTION B – CONDITIONS OF TENDERING

---

#### 3.1 Definitions

In this RFT, the following terms shall, unless inconsistent with the context, have the meanings indicated:

- 3.1.1 A reference to a **clause** is a reference to a clause of this RFT.
- 3.1.2 **CITB Levy** means the requirement under the provisions of the Construction Industry Training Fund Act 1992 (the Act) and the Construction Industry Training Fund Regulations 2008 (Regulations, for the CITF levy to be payable by the Contractor for all 'building or construction' work valued over \$40,000 carried out in South Australia at a rate of 0.25% of the estimated project value, including GST.
- 3.1.3 **Closing Date** means the time and date specified in clause 3.2.3, or such later time and date as may be notified in writing to Tenderers by the Council.
- 3.1.4 **Conditions of Tendering** means these Conditions of Tendering
- 3.1.5 **Conforming Tender** means a Tender which meets all of the requirements set out in this RFT and the Tender Documents. Any area of the Tender which is not compliant must be listed in Section E – Tenderer Response– Statement of Conformity.
- 3.1.6 **Contract for Works** means the Draft Contract for the provision of the Works as attached to Section C of this RFT, as may be subsequently amended by agreement between the Council and the successful Tenderer pursuant to clause 3.9.
- 3.1.7 **Existing Conditions** means the conditions as described in Schedule 19.
- 3.1.8 **Nominated Contact Person** means the person named in clause 3.3.1
- 3.1.9 **Non-Conforming Tender** means a Tender which is not a Conforming Tender as described in Clause 3.1.5.
- 3.1.10 **Preferred Tenderer** means the Tenderer referred to in clause 3.9.
- 3.1.11 **RFT** means this Request for Tender.
- 3.1.12 **Services** means the services sought to be purchased by the Council pursuant to this RFT.
- 3.1.13 **Specifications** means the specifications specified in Section D of this RFT.
- 3.1.14 **Tender** means a tender submitted by a Tenderer pursuant to this RFT.
- 3.1.15 **Tender Documents** means the documents specified in clause 3.2.1.
- 3.1.16 **Tender Process** means the process for calling, receiving, evaluating and awarding of Tender(s) as proposed in clauses 3.2.7 and 0 of these Conditions of Tendering.

- 3.1.17 **Tender Response Schedules** are the forms attached to Section E of this RFT.
- 3.1.18 **Tenderer** means the person who submits a Tender.
- 3.1.19 **Tenderer's Representative** means the person nominated by a Tenderer under clause 3.3.2.

## 3.2 Request for Tenders

The Council seeks Tenders from Tenderers for the provision of the Works, which are further described in the Tender Documents.

### 3.2.1 ***Tender Documents***

The Tender Documents are comprised of:

- 3.2.1.1 these Conditions of Tendering;
- 3.2.1.2 the Draft Contract for Works;
- 3.2.1.3 the Specifications and
- 3.2.1.4 the Tender Response Schedules.

### 3.2.2 ***Obtaining a Copy of this RFT***

This RFT is open to any organisation or person who registers its interest and details on the SA Tenders and Contracts website, and thereby obtains a copy of the Tender Documents (each such party is a **Tenderer**).

### 3.2.3 ***Electronic Lodgement of Tenders***

- 3.2.3.1 Tenders must be lodged electronically via SA Tenders & Contracts before the Closing Date/Time **08 February 2022 12.00 Noon (ACDT)** and in accordance with the tender lodgement procedure set out in this clause.
- 3.2.3.2 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFT, this RFT will prevail.
- 3.2.3.3 Tenders lodged by any other means will not be considered.
- 3.2.3.4 By providing a response to this RFT Tenderers warrant that they have taken all reasonable steps to ensure that their Tenders are free of viruses or any other matter which would cause harm to the Council's website or systems.
- 3.2.3.5 Tenderers acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.



3.2.3.6 If Tenderers have any problem uploading their Tender, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Tender being a Non-Conforming Tender.

3.2.3.7 A Tender is deemed to have been lodged by the Tenderer when the Tender has been received by SA Tenders & Contracts server.

#### 3.2.4 ***Late Tenders***

Tenders received after the Closing Date **will NOT** be considered or accepted.

#### 3.2.5 ***Extension of Time for the Submission of Tenders***

3.2.5.1 The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Tenderers.

3.2.5.2 A Tenderer may request the Council to extend the Closing Date for the submission of a Tender by written application to the Nominated Contact Person.

(a) Any such requests must be received by the Nominated Contact Person at least five business days prior to the Closing Date and must provide sufficient reasons to support the request.

(b) It is entirely at the Council's discretion as to whether an extension is granted.

(c) Council will advise all registered parties in writing of such extension of time.

#### 3.2.6 ***Tender Validity Period***

3.2.6.1 All Tenders will remain open for acceptance by the Council for a period of not less than three months after the Closing Date.

3.2.6.2 Once submitted, a Tenderer cannot withdraw its Tender without the prior written consent of the Council, unless the Tender is withdrawn in writing before the Closing Date.

#### 3.2.7 ***Tender Process***

Tender responses will be assessed against a pre-determined and documented set of criteria individually by a panel comprising three Council Officers of which at least one is not to have been involved in the development of the tender specification or to be involved in the management of the contract.

#### 3.2.8 ***Timing of Tender Process***

The timing for the Tender Process is as follows:

<b>Request for Tenders</b>	11 January 2022
<b>Closing Date</b>	08 February 2022
<b>Notification to successful Tenderer</b>	25 March 2022 <i>(indicative)</i>
<b>Execution of Contract for Works</b>	04 April 2022 <i>(indicative)</i>
<b>Commencement of Provision of Works</b>	02 May 2022 <i>(indicative)</i>

### 3.2.9 ***Copying Tenders***

Tenderers must not use this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.

## 3.3 **Communication between the Parties**

### 3.3.1 ***Enquiries or Requests for Information or Clarification***

3.3.1.1 Any enquiries or requests for information or clarification regarding this RFT or the Tender Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is

Abdullah Mahmud  
Manager Operations & Engineering  
Email: [amahmud@mountgambier.sa.gov.au](mailto:amahmud@mountgambier.sa.gov.au)

3.3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Tenderer's enquiries or requests for information or clarification.

3.3.1.3 If the Council provides any information to a Tenderer by way of clarification, then the Council will provide that information to all persons registered for the RFT.

3.3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the Tender Documents, unless confirmed in writing by the Nominated Contact Person.

3.3.2 ***Tenderer's Representative***

3.3.2.1 Tenderers are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this RFT (***Tenderer's Representative***).

3.3.2.2 All communication with the Tenderer will be via the Tenderer's Representative.

3.3.3 ***Site/Industry Briefing***

3.3.3.1 The Council may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

3.3.3.2 The Council reserves the right to require all Tenderers to attend the site/industry briefing.

3.3.3.3 Details of the briefing will be provided to Tenderers Representative at least seven business days prior to the briefing. Tenderers may be notified of the site/industry briefing by email, and Council may post the details of the briefing on the internet.

3.3.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two business days before the briefing.

3.3.4 ***Tenderer not to solicit the Council and its employees***

The Tenderer and its representatives must not interfere or attempt to interview or to discuss its Tender with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Tender submitted by a Tenderer which contravenes this clause.

3.4 ***Tender Preparation***

3.4.1 ***Tenderers to be informed***

Each Tenderer must, prior to submitting its Tender, become acquainted with the nature and extent of the Works to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

3.4.2 ***Evidence of Registration or Licensing***

Each Tenderer must (if applicable) be licensed or registered to perform the Works.

3.4.3 ***Conflict of Interest***

Tenderers must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is successful. If any conflict or potential conflict exists, the Tenderer must advise how it proposes to address this.

#### 3.4.4 ***Use of Sub-contractors***

Where a Tenderer proposes to use resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

#### 3.4.5 ***Ombudsman Act***

Tenderers should be aware that the *Ombudsman Act 1972* (SA) defines “administrative act” under that Act includes an act done in the performance of functions under a contract for Works with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Tenderer must ensure compliance with all obligations arising under that Act and any other applicable legislation.

#### 3.4.6 ***Freedom of Information***

Tenderers should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public a right to seek access to the Contract documents and the Council will disclose the Contract in accordance with that Act.

#### 3.4.7 ***Collusion***

The Tenderer must not collude with any other Tenderers or potential Tenderers.

Tenderers are reminded that cartel conduct provisions of the *Competition and Consumer Act 2010* (Cth) (**CCA**) reference such collusion as creating a civil and criminal liability for ‘bid rigging’.

#### 3.4.8 ***Tenderer's confidential information***

3.4.8.1 Subject to clause 3.4.8.2, the Council will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

3.4.8.2 The Council will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:

- (a) is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;
- (b) is published in the agenda for an open meeting to consider and determine the outcome of the Tender process;
- (c) is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
- (d) is disclosed by the Council to the responsible Minister;
- (e) is authorised or required by law to be disclosed;

- (f) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
- (g) is disclosed after the Council has either contracted with a Tenderer or terminated this RFT process.

### 3.5 **Tender Documents**

#### 3.5.1 ***Conforming Tenders***

A Conforming Tender is a Tender which meets all of the requirements set out in this RFT and the Tender Documents. Any area of the Tender which is not compliant must be listed in Section E – Tenderer Response – Statement of Conformity.

#### 3.5.2 ***Non-Conforming Tenders***

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Tender. Failure to respond to or meet any of the requirements set out in this RFT and the Tender Documents will result in the Tender being deemed a Non-Conforming Tender.

#### 3.5.3 ***Content of Tenders***

3.5.3.1 Tenderers are required to complete the Tender Response Schedules and submit them to the Council.

3.5.3.2 Tenderers can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Tenders.

3.5.3.3 All prices quoted by Tenderers in their Tender are:

- (a) to be in Australian dollars;
- (b) to be exclusive GST; and
- (c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

3.5.3.4 If a Tenderer proposes to provide the Works on a basis different to that envisaged by the Tender Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Tender. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Tenders.

### 3.6 **Acknowledgement by Tenderers**

Tenderers acknowledge that the Council:

- 3.6.1 makes no representations and offers no undertakings in issuing this RFT or the Tender Documents;
- 3.6.2 is not bound to accept the lowest Tender or required to accept any Tender;
- 3.6.3 may accept all or part of any Tender;
- 3.6.4 may require one or more Tenderers (but is not obliged to require all) to supply further information and/or attend a conference or interview;
- 3.6.5 may require one or more Tenderers (but is not obliged to require all) to make presentation(s);
- 3.6.6 may undertake “due diligence” checks on any Tenderer, including verifying references and/or referees, and undertaking company searches and credit checks;
- 3.6.7 will not be responsible for any costs or expenses incurred by the Tenderer arising in any way from the preparation and submission of its Tender;
- 3.6.8 accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this RFT;
- 3.6.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Tender or prior to the signing of any Contract for Works or otherwise; and
- 3.6.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the Tender Documents or this RFT, but will only be bound only by written advice provided by the Nominated Contact Person.

### **3.7 Council's Rights**

The Council reserves the right to:

- 3.7.1 amend, vary, supplement or terminate this RFT at any time;
- 3.7.2 accept or reject any Tender, including the lowest price tender;
- 3.7.3 negotiate with any service provider on all or any part of the Works to be supplied pursuant to this RFT;
- 3.7.4 vary the timing and process referred to in clauses 3.2.7 and 0;
- 3.7.5 postpone or abandon this RFT;
- 3.7.6 add or remove any Tenderer;
- 3.7.7 accept or reject any Tenders whether or not they are Conforming Tenders;
- 3.7.8 accept all or part of any Tender;
- 3.7.9 negotiate or not negotiate with one or more Tenderers; and/or

3.7.10 discontinue negotiations with any Tenderer.

### 3.8 **Tender Evaluation**

3.8.1 In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 3.8.1.1 insurance;
- 3.8.1.2 compliance with work health and safety requirements;
- 3.8.1.3 customer service experience and capacity;
- 3.8.1.4 the tendered prices, including the proposed pricing structure;
- 3.8.1.5 the level of risk associated with negotiation of an acceptable Contract for Works;
- 3.8.1.6 environmental management systems (if applicable);
- 3.8.1.7 details of current and previous relevant experience in the provision of the Works;
- 3.8.1.8 the provision of any aspect of the Works by sub-contractors (if applicable)
- 3.8.1.9 financial resources;
- 3.8.1.10 staff resources; and
- 3.8.1.11 current and future contracts/workload.

*[Drafting Note –Council to amend/add/delete above criteria to reflect the Schedules sought under the Tender Response]*

#### 3.8.2 **Use of Tender Documents**

The Council may use, retain and copy any information contained in the Tenders for the evaluation of Tenders and for the finalisation of the provisions of the Contract for Works.

The Council may either retain or dispose of the tender documentation under the terms and conditions as authorised by the *State Records Act 1997*.

#### 3.8.3 **Debriefing of Tenderers**

If requested, Tenderers may be debriefed against the Council's evaluation criteria. Tenderers will not be provided with information concerning other Tenderers, apart from publicly available information. No comparison with other Tenders will be made.

### 3.9 **Acceptance of Tender**

Each Tenderer acknowledges that Council retains the right to appoint a panel of Suppliers to provide some or all of the Works. Accordingly, the Council reserves the right to

negotiate a panel contracting arrangement with the successful Tenderers to supplement the contract terms and conditions.

- 3.9.1 The Council reserves the right to negotiate different terms and conditions for the Contract for Works with any one or more Tenderers (each referred to as a **Preferred Tenderer**).
- 3.9.2 The Council and the Preferred Tenderer may (if required) enter into negotiations for the award and execution of a Contract for Works.
- 3.9.3 If, despite their best endeavours and acting in good faith, the Council and the Preferred Tenderer are unable to negotiate and agree on the terms of the Contract for Works, the Council reserves the right to negotiate with any other parties, including other Tenderers, for the provision of the Works.
- 3.9.4 The successful Tenderer will be notified in writing by the Council of the Council's acceptance of its Tender. The successful Tenderer must not make any oral or written public statements in relation to the awarding of a Contract for Works until written notice is received by the Tenderer.
- 3.9.5 The successful Tenderer acknowledges and agrees that all intellectual property created by the successful Tenderer arising out of the provision of the Works belongs to the Council, and the successful Tenderer will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Works.

#### 3.10 **Unsuccessful Tenders**

Unsuccessful Tenderers must, if required by the Council, return the Tender Documents to the Council, once they have been advised that their Tender is unsuccessful.

#### 3.11 **No Legal Requirement**

The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Works from the Tenderers.

### 4. **GOVERNING LAW**

---

- 4.1 This RFT is governed by the law in South Australia.
- 4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

### 5. **ICAC**

---

Tenderers acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act, 2012* (SA) (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.



## 6. **SECTION C – CONTRACT FOR WORKS**

---

Refer Attachment 6

## 7. SECTION D – SPECIFICATIONS FOR THE WORKS

---

The works will be undertaken in accordance with:

- Works Specification – attachment 1
- Drawing Schedule - attachment 2
- Drawing Set - attachment 3
- Combined Drawing Tender Set - attachment 4
- City of Mount Gambier Contractor Management Guide - attachment 5
- City of Mount Gambier Contract AF20/530 - attachment 6

as attached to this RFT.

The site shall be at the risk of the contractor from the date Council issues the certificate for possession of site. No responsibility will be accepted for damage or loss occurring for the duration of the works or until issuing of the Certificate of Practical Completion.

### **Environmental Requirements**

The contractor will prepare an Environmental Site Management Plan prior to commencement of works that is designed to have regard to the following key points:

- Noise pollution
- Dust control/air quality
- Surface water and groundwater pollution protection
- Offsite transfer of material to adjacent roadways or properties
- Work Health and Safety
- Public protection
- Disposal

The Environmental Site Management Plan shall address the extent of the issues likely to be encountered throughout the contract and the document shall outline in detail the proposed control measures to be put in place to manage these issues accordingly. This plan will be submitted as part of the tender.

No part of the contract works shall affect the structural integrity of any other building, including effects from vibration or concussion.

### **Adjacent Buildings**

The contractor shall advise all adjoining and adjacent owners/occupiers of the impending work and shall ensure that at all times the minimum of inconvenience is caused to all persons for the duration of the works.

This shall include the contractor providing regular information on various work activities occurring onsite to likely affect the public utilising the railway lands and owners/occupiers of adjacent buildings.

The contractor shall protect all adjoining property and will be solely responsible for making good any damage that occurs as a result of the work of this contract, including any damage to Council owned infrastructure.

The contractor shall provide the name and phone numbers (mobile and fixed) of two contact persons to be available 24 hours per day for emergency contact.

## Work Plan and Risk Assessment

An investigation and work plan is required by AS 2601 for all work involving structures or hazardous materials. The amount of investigation and planning will vary with the extent and complexity of the work. The principal may make available drawings of the existing structure and other information relevant to the investigation. On contractual considerations see AS 2601 clause B2.4 and B2.5 on plans and specifications.

Prior to the commencement of any works onsite, the contractor shall submit a work plan and site risk assessment that shall include the following elements:

- The method of protection and support for adjoining and adjacent property;
- Risk assessment identifying all risks likely to be encountered and the appropriate control measures to minimise the risk;
- Locations and details of necessary service deviations and terminations;
- Schedule of work outlining the various components and stages as well as the project timeframes;
- If the demolition program results in components temporarily cantilevered, provide a certificate from a professional engineer;
- Proposals for the safe use of mobile plant on suspended structural members including provisions for the protection of lower floors in the event of structural failure;
- Detailed plan of how the demolition will be undertaken.

## General

Works may be carried outside of normal trading hours, but must be in accordance with the Environmental Protection Act 1999 and any other requirement indicated by the Council.

The contractor will be responsible for the disposal of all materials from the site.

Site security shall be provided by the contractor to the extent to protect the general public from entering the site for the duration of the contract and at no stage shall works be left unsecured so as to pose a risk to the health and safety of any person or property.

The contractor will, before the date for practical completion, clean throughout including all exterior and interior surfaces.

## Product Warranties

If a product warranty is documented, name the City of Mount Gambier as warrantee. Register with manufacturers as necessary. Retain copies delivered with components and equipment.

Start warranty periods at acceptance of installation.

If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's written approval of the installing firm.

## Liability Disclaimer

*While the City of Mount Gambier makes every effort to ensure any externally referenced material and any associated links are accurate and up to date, such material does in no way constitute the provision of professional advice or guarantee its pertinence.*

*The City of Mount Gambier does not guarantee, and accepts no legal liability whatsoever arising from or connected to the accuracy, reliability, currency or completeness of any externally referenced material or associated links. Users*

*should seek appropriate independent professional advice prior to relying on, entering into any commitment based on externally referenced material or associated links.*

## 8. **SECTION E – TENDER RESPONSE SCHEDULES**

---

### **INSTRUCTIONS TO TENDERERS**

These forms have been designed to collect information required to evaluate submissions in accordance with the criteria stated in Section B – Conditions of Tendering.

1. Use these forms to provide information that demonstrates your compliance to those criteria.
2. All forms must be completed.
3. All information as set out in the forms must be provided.
4. Schedule 1 must be signed in the appropriate signature block.
5. Do not mark a form 'Not Applicable' nor leave a form blank.
6. If the information required on a form is provided elsewhere in your tender response, then please provide a reference as to the location of the information on the relevant form.
7. If you are providing information that does not meet specified requirements, then you will need to indicate how you intend to meet those requirements.
8. If in doubt regarding use of any form or information required, then please contact the nominated contact person in accordance with Section B Conditions of Tendering.

Note: A Microsoft word document version of Section E has been provided to assist tenderers in completing the Return Schedules.

## Schedule 1      Tender Form – Formal Offer

I/We

(Tenderer) on

(Date)

having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide and complete the Works described in the Specifications as per RFT in accordance with the Contract for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;
2. irrevocably offers to perform the Works on the terms of the Contract and the Specifications as per RFT which form part of the Tender Documents subject only to the variations set out in Schedule 12;
3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:
  - 3.1 prices or methods, factors or formulae used to calculate prices;
  - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
  - 3.3 the submission of a Non Conforming Tender; and
  - 3.4 the quality, quantity, specifications or particulars of the Works; and
4. holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.
5. Has sufficient resources to provide the Works required in the context of any other current and anticipated work commitments.

The undersigned undertakes that if selected as the successful Tenderer, I/we/it will execute and be bound by the Contract in accordance with the Conditions of Tendering.

If the Tenderer is a company, it must execute this Tender as follows:

<b>Executed by [Insert Company name] pursuant to section 127 of the Corporations Act 2001</b>	
<div>Signature of Director</div> <div>Name of Director (print)</div> <div>Date:</div>	<div>Signature of Director/Company Secretary <i>(Please delete as applicable)</i></div> <div>Name of Director/Company Secretary (print)</div> <div>Date:</div>
<b>OR</b>	
<div>Signature of Sole Director and Sole Company Secretary</div> <div>Name of Sole Director and Sole Company Secretary (print)</div>	<div>Date:</div> <div>Date</div>
<b>OR</b>	
<b>Signed for [Insert name of Representative] by an authorised representative in the presence of:</b>	
<div>Signature of witness</div> <div>Name of witness (print)</div> <div>Date:</div>	<div>Signature of authorised representative</div> <div>Name of authorised representative (print)</div> <div>Position of authorised representative (print)</div> <div>Date:</div>

If the Tenderer is an individual, the document must be executed as follows:

Signed by <b>[insert name]</b> in the presence of:	
<div>Signature</div> <div>Name of Individual (print)</div> <div>Date: __/__/__</div>	<div>Signature of witness</div> <div>Name of witness (print)</div> <div>Date: __/__/__</div>

If the Tenderer is a Discretionary Trust, the document must be executed as follows:

Executed by <b>[Insert Names of Trustees]</b> as Trustees for the <b>[Insert Names of Trust]</b>	
<div>Signature of Trustee</div> <div>Name of Trustee (print)</div> <div>Date: __/__/__</div>	<div>Signature of Trustee</div> <div>Name of Trustee (print)</div> <div>Date: __/__/__</div>

If the Tenderer is a partnership, the Tender must be executed as follows:



**Partner 1:**

<b>Signed by [insert name] in the presence of:</b>	
<div>Signature of witness</div> <div>Name of witness (print)</div> <div>Address of witness (print)</div> <div>Date:</div>	<div>Signature of partner</div> <div>Date:</div>

**Partner 2:**

<b>Signed by [insert name] in the presence of:</b>	
<div>Signature of witness</div> <div>Name of witness (print)</div> <div>Address of witness (print)</div> <div>Date:</div>	<div>Signature of partner</div> <div>Date:</div>

## Schedule 2      Tenderer's Details

<b>1. Name of Tenderer</b>  State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.	
Australian Business Number (ABN)	
Australian Company Number (ACN)	
<b>2. Contact person</b>  Nominate a contact person for this tender to deal with any questions or queries that may arise.	
<b>3. Registered address</b>	
<b>4. Postal address</b>	
<b>5. Telephone</b>	
<b>6. Email</b>	
<b>7. Tenderer to confirm that any Addenda provided with this Tender have been reviewed and included in the response</b>	Signed:
<b>8. Bank Details</b>  Name of Trading Bank  Branch  Account Name  BSB Number  Account Number	

### Schedule 3 Financial Capacity

To enable Council to evaluate the capacity of your Organisation to undertake the provision of the Works, the Tenderer is required to provide the following information:

Tenderers are required to demonstrate they have the financial capacity to provide, over the term of the Contract for Goods and/or Works, all the requirements specified. Tenderers are required to consider the information below and complete the schedule accordingly.

Tenderers are required to undertake to provide Council upon request all such information as Council reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Goods and/or Works for which they are tendering and to otherwise meet their obligations under the proposed Contract for Goods and/or Works.

Council reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact the Tenderer concerning the financial information that the Tenderer is required to provide.

The financial assessment is specifically for use by Council for the purpose of assessing Tenders and will be treated as strictly confidential.

Question #	Detail	Please answer Yes or No
1	The Tenderer must indicate whether or not it agrees to assist in the financial assessment process	
2	The Tenderer must indicate that if required it will submit copies of its annual audited documents including but not limited to annual reports and balance sheets, profit and loss statements, and cash flow statements for the last two financial years	
3	The Tenderer must indicate whether or not it will co-operate with an independent financial assessor during the conduct of financial assessments	
4	If the Tenderer provides a 'no' response to any of the above please provide a statement detailing the Tenderer's reasons ( <i>the statement should not exceed 300 words</i> ).	

*Attach response to Question 4 here or as an attachment if required*

**Schedule 4          Licences and Accreditation**

Provide details of all licences, accreditations or Membership to relevant Industry Peak Body, currently held by the tenderer that would be required or relevant in order to undertake to provide the Works of this Tender.

Licence/Accreditation/Membership	Licence/Accreditation Detail	Expiry date (if applicable)

*Copy of all licences/Accreditation/Membership is to be attached to this response.*

## Schedule 5 Insurance

Provide details of insurance currently held by you that would be extended to provide cover for work under the Contract.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability (Minimum \$20M)					
Professional indemnity (if applicable)					
Property and facilities					
Contents					
Vehicles plant & equipment					
Workers compensation					
Directors and officers (if applicable)					
Other					

## Schedule 6 Work Health & Safety & Risk Management

Tenderer is to provide WHS information relevant to assessing the capacity and suitability of the tenderer to provide the Works (without assuming risk) by responding either **Yes or No** below.

Key issues include:

• Is the tenderer aware of its Work Health & Safety obligations?	
• Does the tenderer comply with its legal obligations under the Work Health and Safety Act 2012	
• Has the tenderer identified any WHS risks in the provision of the goods or Works and if so determined measures to ensure so far as is reasonably practicable, the health and safety of personnel involved in the provision of the Works?	
• Has the tenderer made personnel aware of their WHS obligations and WHS risks in the provision of the Works?	
• Has the tenderer been investigated in regard to a WHS incident and, if so, provide the circumstances of the incident and outcome of the investigation.	
• Has the tenderer been convicted of a work health and safety offence and if so, what were the circumstances?	
• Has the tenderer undertaken a Third Party Accreditation of it's WHS Policy?	

**Please note:** All councils are committed to ensuring the safety of all workers and visitors. This commitment extends to ensuring goods and Works purchased meet or exceed all safety requirements and will not, in normal use, pose any or unexpected risks.

**The successful Tenderers will be required to undertake Inductions on site for each body of works or supply of goods to be undertaken.**

The successful Tenderer must acknowledge that it will, when on any council premises, comply with all reasonable directions of the council, including but not limited to documented procedures relating to WHS, and any security requirements. This obligation extends to all procedures which are notified to the successful Tenderer by the council or which might reasonably be inferred by the successful Tenderer in all circumstances. The successful Tenderer must comply with all requirements under statutory WHS legislations.

## Schedule 7      Environmental Management System

Tenderers are to provide details of their environmental management system as follows by indicating **Yes** or **No** or *list information as required.*:

Does the tenderer have an environmental management system relevant to the provision of the Works?	
Is the tenderer's Environmental Management System a current ISO 14001 Environmental Management Certification or an alternative Third Party Certification?	[advise either Yes/No – if <b>Yes</b> please advise which Certification]
Has the tenderer considered any environmental risks in the provision of the Works?	
If <b>"Yes"</b> has the tenderer identified practicable measures to remove or substantially mitigate these risks?	[if Yes, provide overview of mitigation strategy]

## Schedule 8      Quality Systems

Tenderers are to provide details of their Quality System as follows by indicating **Yes** or **No** or *list information as required*.

Does the tenderer have a Quality System relevant to the provision of the Works?	
Is the tenderer's Quality Management System a current ISO 9001 Quality Management Certification or an alternative Third Party Certification?	[advise either Yes/No – if <b>Yes</b> please advise which Certification]
Has the tenderer considered any risks to Quality in the provision of the Works?	
If "Yes" has the tenderer identified practicable measures to remove or substantially mitigate these risks?	[if Yes, provide overview of mitigation strategy]



## **Schedule 9      Industrial Relations Record**

Provide a summary of the Tenderer's industrial relations record over the last three years.

**Schedule 10      Conflict of Interest**

The Tenderers are required to provide details of any interest, relationship or clients which may or do give rise to a conflict of interest, the issue about which that conflict or potential conflict does or may arise and advice of how the disclosed conflict of interest will be managed.

## Schedule 11 Referees

The Tenderer is required to provide information on past contracts, including referees. Referees may be contacted with regard to the provision of Goods and/or Works offered in the Tenderer's response. The Tenderer must provide the information requested in the tables below for three contracts for the provision of goods and/or Works of a similar nature to those detailed in the Specifications undertaken in the last three years or current. The Referees are **NOT** to be current employees of the Council.

<b>Contract Short Title</b>	<i>(Insert response in table or provide as an attachment)</i>		
<b>Brief Description of Works</b>			
<b>Value of Works (GST Exclusive)</b>		<b>Period of Service Delivery</b>	
<b>Client Name</b>			
<b>Client Contact Name and Position Title</b>			
<b>Client Contact Phone and Email</b>			

<b>Contract Short Title</b>	<i>(Insert response in table or provide as an attachment)</i>		
<b>Brief Description of Works</b>			
<b>Value of Works (GST Exclusive)</b>		<b>Period of Service Delivery</b>	
<b>Client Name</b>			
<b>Client Contact Name and Position Title</b>			
<b>Client Contact Phone and Email</b>			

<b>Contract Short Title</b>	<i>(Insert response in table or provide as an attachment)</i>		
<b>Brief Description of Works</b>			
<b>Value of Works (GST Exclusive)</b>		<b>Period of Service Delivery</b>	
<b>Client Name</b>			
<b>Client Contact Name and Position Title</b>			
<b>Client Contact Phone and Email</b>			

**Schedule 12      Statement of Conformity**

If the Tender does not comply with all the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Tender must be read to disregard and render void any area of the Tender which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Tender may not be further considered.

NC = Non-conforming

PC = Partial conforming

AO = Alternate offer

Area/Clause/Schedule of non-conformity	NC/PC/AO	Alternative wording for consideration by Council

**Schedule 13      Organisation Structure, Facilities and Resources**

**1.      Organisation structure**

---

Provide details of the staff and the organisation structure proposed to be used for performance of the Works. Details must include but not be limited to:

- Company structure to be used to support the Works including size and location of office, organisation structure

**2.      Employees**

---

Provide details of number of staff proposed to be used and their qualifications and experience

**3.      Other details (eg specific plant & equipment, vehicles)**

---

**4.      Facilities**

---

Provide details

## 5. Proposed subcontractors

---

Provide details in the Table below the proposed sub-contractors or other representatives to be employed or engaged by the Tenderer. The Tenderer must define the scope and extent of Works and provision of items to be provided by sub-contractors.

Subcontractor's name and address	Works to be provided	Item(s)

## 6. Contingency arrangements

---

Provide details of contingency arrangements should any facilities, sites or employees required to provide the Works become unavailable in the short and long term.

**Schedule 14      Experience**

**1.      Past performance**

---

For how many years has the Tenderer engaged in the type of work included in the Works?

---

---

---

Has the Tenderer had an appointment terminated on a project in the last five years? If yes please provide brief details.

---

---

---

Has the Tenderer terminated a project in the last five years? If yes please provide brief details.

---

---

---

Has the Tenderer refused to continue providing Works under a contract in the last five years unless the terms or payments were changed from those which were originally agreed? If yes please provide brief details.

---

---

---

**2.      Current contracts and Other Commitments**

---

Provide a summary of current engagements for local government and any other commitments

---

---

---

### 3. **Historic Building Works**

---

Please detail previous experience.



## **Schedule 15      Customer Service Plan**

Tenderers must demonstrate their capacity and skill in regard to the provision of customer service. Tenderers must describe what systems they will use and performance levels that will be achieved in the provision of advice and response to enquiries, complaints, and requests for assistance from members of the public. This must include but not be limited to:

- procedures for the handling of all enquiries and complaints;
- staff education programs to ensure highest levels of customer service are attained and maintained;
- indicative performance standards for handling of enquiries and complaints, including specific time scales;
- number and qualifications of staff who will provide this service;
- location/s of enquiry and assistance points where enquiries and complaints will be managed;
- hours of availability of customer service and supervisory staff;
- how the complaints register will be maintained;
- proposed information leaflets, forms and reports that will be used in providing this service

## **Schedule 16      Implementation Schedule and Transition Plan**

### **1.      Implementation schedule**

---

Tenderers must provide a comprehensive project plan or Gantt Chart that encompasses all activities required as outlined under Section C – Specification, including timelines and dates for each activity from Contract execution to Contract ‘start date’ and finish.

### **2.      Transition plan**

---

Tenderers must comprehensively describe their proposals to ensure minimum disruption to service and assistance to customers in adjusting to the new service, during the transition periods at the commencement and also at the termination of the Contract. Such initial transition plan should include timetables for:

- service information leaflets
- notices to users regarding service problems

## **Schedule 17      Value Added Services, Improvements and Innovations**

Provide details of any other benefits you can offer to improve the level of service or value of your Tender.

## Schedule 18      Pricing

### All prices must be listed exclusive of GST

Provide a breakdown of the costs for the Works and/or each type of Service required (if applicable) and/or breakdown of fixed and variable costs (if applicable).

Pricing that has not been included in the tendered price may not be approved for payment by the Council without full justification and final approval at the discretion of the Council. It is therefore essential that all possible charges are listed within the fixed price below.

### FIXED PRICE

<b>FIXED PRICE FOR PROVISION OF THE SERVICE</b>	<b>\$</b> <b>ex GST</b>
---	-------------------------

The above Fixed Price is made up of the following elements:

Description [List all charges – eg wages, travel, incidentals and where applicable, the CITB Levy]	Unit (e.g. Rate per Hour & Hours allocated, km travelled etc)	Price (ex GST)	GST Component	Price (inc GST)

### **CITB Levy**

It is a requirement under the provisions of the Construction Industry Training Fund Act 1992 (the Act) and the Construction Industry Training Fund Regulations 2008 (Regulations, that the CITF levy is payable by the Contractor for all 'building or construction' work valued over \$40,000 carried out in South Australia at a rate of 0.25% of the estimated project value, including GST.

Please indicate that you are aware that the Levy is required to be paid by the Successful Tenderer and must be taken in to account for any contracted works under the terms and conditions of this Contract that may be required to be undertaken from time to time, which job is individually valued at over \$40,000.

## Schedule 19      COVID- 19 Existing Conditions

Respondents must demonstrate and provide details as to how it intends to manage the potential impacts and disruptions that may arise from the presence of the COVID-19 pandemic (**Existing Conditions**) and any strategies that will be employed to mitigate same.

<b>1. Cash Flow</b>		
<b>The Respondent must identify any issue(s) that the Existing Conditions may have on the Respondent's cash flow and how it intends to mitigate or manage such an issue.</b>		
<b>Issue</b>	<b>Potential or foreseen disruption and/or impact</b>	<b>Intended management strategy to mitigate or avoid disruption and/or impact</b>

<b>2. Supply Chain – Materials</b>		
<b>The Respondent must identify any issue(s) that the Existing Conditions may have on the Respondent's supply chain and how it intends to mitigate or manage such an issue.</b>		
<b>Issue</b>	<b>Potential or foreseen disruption and/or impact</b>	<b>Intended management strategy to mitigate or avoid disruption and/or impact</b>

<b>Programme</b>  The Respondent must provide details as to any issue(s) resulting from the Existing Conditions that may disrupt their intended program for the delivery or supply of the works and how it intends to mitigate or manage such issues, should they arise.		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact

<b>3. Work Force</b>  The Respondent must provide details as to any issue(s) resulting from the Existing Condition that may disrupt or impact the Respondent's workforce. The Respondent must also provide how it intends to conform to any social distancing requirements or directives applicable at the time of the engagement.			
Issue	Potential or foreseen disruption and/or impact	Social distancing practices and/or relevant policies of the Respondent	Intended management strategy to mitigate or avoid disruption and/or impact

#### 5. Transportation Impediment

The Respondent must identify any issue(s) that any law, directive or requirement which prevents, delays or interrupts travel by air, sea, rail, road or any other means over or across international, national and internal borders as a result of the Existing Conditions may impact or disrupt the Respondent's logistics in providing the works .

Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact

#### 6. Policies

Respondent is required to advise what policies it has adopted to deal with, and mitigate the impact of, the COVID-19 pandemic.

**\*\*Respondent to attach copies of relevant policies to its Response.**

What Policy?	Relevant clause in Policy	How does it deal with COVID-19



## 7. Contract Terms

List any clauses in the draft contract (Attachment 6) which will be impacted by the COVID-19 pandemic and how you propose to deal with them.

Issue	Clause in Contract	Intended management strategy to mitigate or avoid disruption and/or impact