**Request for Tender**

**Request Title:**

Supply of ABC

**Request Number:**

***Mandatory Briefing: Sometimes a briefing will be held on site, usually within a week of the Tender being advertised. It is an opportunity for you to ask questions and clarify any requirements. A representative from your company must attend, otherwise the offer would be marked as non-compliant and will be ineligible to be evaluated.***

RFT1234

**Mandatory Briefing:**

9.30am on Wednesday, {xx Month 20xx}

Australian Western Standard Time (AWST)

**Closing Time:**

2.00pm on Thursday, {xx Month 20xx}

Australian Western Standard Time (AWST)

**Enquiries:**

In the first instance via the Tenderlink Forum

Name: {Officer Name}

Position: {Position Title}

E-mail: Procurement.team@melville.wa.gov.au

Telephone: (08) 9364 XXXX

**Issued By:**

City of Melville

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***Submission of offer:*** Please be aware of the tender deadlines and allow plenty of time to upload your documentation to the Tenderlink portal. Late offers won’t be accepted and if you are in the middle of an upload and the deadline closes, it won’t be received.

Large files can take longer upload

**Part A – Request for Tender**

1. Introduction
	1. Background

The City is seeking a suitable contractor to provide ABC

* 1. Submission of Offer
		1. Lodgement and Method of Delivery

The Offer must be submitted by the Deadline.

The Deadline for this Request is 2.00pm on Thursday, {xx Month 20xx}

The Offer is to be lodged electronically by utilising the TenderLink E-Tendering website: <https://www.tenderlink.com/melville>

Mailed, emailed, hand delivered, or facsimile submitted Offers will not be accepted.

* + 1. Submission Requirements

The Respondent shall ensure that all Offers are submitted electronically.

All electronic submissions must:

* Be collated into either a single Zip folder; or
* Ensure that the title for each document clearly describes content.
* Please upload all request documentation with the file name **RFT1234 and the Respondent’s name.** Please ensure there are no folders within folders, dashes, slashes, or any special characters in the file name.
* Please allow enough time to upload your documentation.

Offers may be submitted in either Microsoft Word format or searchable PDF format, except for the Pricing Schedule which must be returned using the Microsoft Excel spreadsheet that is provided as an attachment.

* + 1. Multiple Lodgements

Where a Respondent lodges more than one Offer for a Request, the Request documents and electronic files shall be clearly labelled and named to identify whether the submission:

* Supersedes a previously lodged Offer.
* Is an alternative Offer; or
* Is additional to a previously lodged Offer.
	+ 1. Signatures

Signatures are not required on electronically submitted Offers. All electronically submitted Offers shall be treated in accordance with the *Electronic Transactions Act 2011 (WA)*.

* 1. Offer Validity Period

The Offer Validity Period is for a period of 90 days after the Request closing date, or such other period as may be mutually agreed in writing between the Respondent and the Customer.

* 1. Tenderlink

The City manages all Request processes through its TenderLink E-Tendering website: <https://www.tenderlink.com/melville>

The Respondent may register for free on the TenderLink website to ensure that the complete Request has been downloaded, including any and all addenda.

***Briefing:*** If you can please RSVP to the site briefing so we will know that you will be attending.

* 1. Briefing

There is no Briefing for this Request

[or]

A {mandatory/non-mandatory} briefing for Respondents will be conducted at:

|  |  |
| --- | --- |
| Date: | {xx Month 20xx} |
| Time: | {00.0am/pm} AWST |
| Location: | Address Line 1Address Line 2SUBURB WA Postcode |

The Respondent is requested to confirm its attendance by no later than {0.00am/pm} on {Day, xx Month 20xx}, by contacting {Full Name} on procurement.team@melville.wa.gov.au

Failure to attend the briefing will result in an Offer being ineligible for further consideration.

* 1. Contact Persons

Any requests for information or clarification **must be in writing** in the first instance on the Tenderlink Forum.

Respondents should not rely on any information provided by any person other than that listed below:

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Phone: | (08) 9364 0xxxx |
| E-mail: |  |

In addition, a Respondent who considers that there may be a discrepancy, error or omission in this Request, or in any relevant information provided should ask the City for clarification. Where the City considers it appropriate, it may issue a clarification to prospective Respondents or as an Addendum to this Request.

**No requests for information or clarification regarding the Request will be accepted later than two working days prior to the deadline of this Request.**

* 1. Feedback

Following the appointment of the successful Respondent, feedback on unsuccessful Offers can be obtained by contacting the Officer nominated at Section 1.5 of this Request. Feedback requests must be made in writing. Information that relates to opportunities for the submission in question to improve and the percentage ranking position achieved will be provided in a written format. The City does not provide one to one de-briefing meetings. In accordance with *Regulations 16 (3c), 17(3) and 19 of the Local Government (Functions and General) Regulations 1996*, a Respondent will not be provided with information concerning other Offers, except for publicly available information such as the name of the successful Respondent and the total price of the winning Offer. This feedback opportunity does not limit requests made under the *Freedom of Information Act 1992* or under a court order.

* 1. Request Conditions

The Request Conditions are contained in Attachment A of this Request and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

* 1. Canvassing

If a Respondent, whether personally or by an agent, canvasses any of the City's Elected Members or employees with a view to influencing the acceptance of a submission by it or by any other Respondent, then regardless of whether the canvassing had or may have had any influence on the acceptance of the quotation, the City may at its discretion decline to further consider that submission.

* 1. Contract Sign Process

The City may utilise an electronic document signature solution powered by **Adobe Sign** for the electronic execution of contracts. In circumstances where this method is used, the preferred Respondent will receive an invitation from Adobe Sign to electronically sign the contract. There is no requirement for the preferred Respondent to have an account or log in details. Once this has been completed, the City will execute the contract and a copy will be provided.

Where electronic signatures are not used, the City will provide two copies of the contract to be signed by the Respondent and returned via post at the Respondent’s cost.

1. Selection Process
	1. Selection Process
		1. Purpose of this Request

The purpose of the Request is to enable prospective suppliers to formulate their Offers to the City and to enable the City to decide (in accordance with Regulation 11 of the *Local Government (Functions and General) Regulations 1996)* which, if any, of the Offers that it receives would be most advantageous to the City.

* + 1. Choice of Offer and notification

The City:

1. may decline to accept any Offer (see Regulation 18(5) of the *Local Government (Functions and General) Regulations 1996*).
2. may decide to accept all or part of an Offer.
3. is to give written notice of its acceptance to the successful Respondent,
4. is taken to accept the successful Offer (or the specified part of the successful Offer) when the City’s written notice:
	1. is delivered to the successful Respondent; or
	2. if posted, would have been delivered to the successful Respondent in the ordinary course of post; and
5. is to give each Respondent written notice containing particulars of the successful Offer or advising that no Offer was accepted (see Regulation 19 of the *Local Government (Functions and General) Regulations 1996*).
	* 1. Evaluation Process

The City’s key objective for procurement is to ensure that when purchasing goods and/or services, value for money is achieved. To achieve the best possible value for money outcome, for every dollar spent, the City assesses the costs and benefits of, and risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining value for money, the City will:

1. apply Council Policy *CP-023 Procurement of Goods and Services* to the assessment of Offers (CP-023 can be viewed and downloaded from the City’s website at [http://www.melvillecity.com.au](http://www.melvillecity.com.au/))
2. assess Offers against the Compliance and Disclosure Requirements in Section 3 in Part B
3. assess Offers against the Resource and Management System Requirements in Section 4 in Part B
4. assess Offers against the Qualitative Requirements in Section 5 in Part B
5. assess Offers against the Insurance Requirements in Section 6 in Part B
6. assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3
7. Consider any previous process conducted such as an Expression of Interest
8. Consider any clarification received
9. Consider all risks
10. Take into any information received with references.

To assist the City in deciding which Offer to accept, a Respondent may be asked to clarify the information provided in the Offer and clarification may include the Respondent making a presentation, a demonstration, providing a test environment or arranging for nominated City employees to visit a Site. Evaluation scores may be revised based on clarifications. The City will decide which, if any, of the Offers it thinks would be most advantageous to accept.

The City reserves the right to shortlist at any point during the evaluation process. Shortlisting can be based on compliance, qualitative criteria, price or references.

If the Respondent’s Offer refers to information on its website, or on any other website, the City may decide not to take into account that information when evaluating an Offer.

In evaluating an Offer, the City may consider any information regarding the Respondent that the City has in its possession or receives from any source, including information about the past or current performance of the Respondent under any other contract, arrangement or dealing between the Respondent and a Public Authority.

 After choosing the successful Respondent, the City may negotiate with that Respondent about the terms and conditions of the proposed contract. If agreement cannot be reached, the City may choose, and enter negotiations with, the Respondent which it considers to be the next most advantageous.

* + 1. Compliance and Disclosure Requirements

Under the *Local Government (Functions and General) Regulations 1996* an Offer that is not submitted at a place, and within the time, set out in the Request for Tender must be rejected.

The City will, in its value for money assessment, consider the extent to which the Offer satisfies the Compliance and Disclosure Requirements. The City reserves the right to reject any Offer that does not properly address any of these Requirements and/or which contains material departures from those Requirements.

 Any submission that fails to submit the Identity of Respondent in **Part B Section 2** will be rejected.

**Part B – Content Requirement and Respondent’s Offer**

**Part B should be completed by the Respondent and returned to the City.**

1. Note to Respondent

In preparing its Offer, the Respondent must:

1. address each requirement in the form set out in this Part B
2. consider the City’s Contract requirements, General and Special Conditions outlined in Attachment B – Draft Contract.
3. in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples
4. assume that the City has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the City; and
5. nominate any Offer information that the Respondent wishes to expressly and reasonable nominate as confidential for the purposes of the Request Conditions.

***Identity of Respondent:***

***It is Mandatory to complete this table.***

1. Identity of Respondent

The Respondent must provide the following details:

|  |
| --- |
| **Respondent to Complete:** |
| Name of Legal Entity |  |
| ACN (if a company) |  |
| Registered address or address of principal place of business |  |
| Trading Name |  |
| ABN |  |
| Contact Person |  |
| Contact Person Position Title |  |
| Contact Person Email |  |
| Email of Director for contract execution in accordance with s127 of the Corporations Act 2001 (if awarded) |  |
| Email of 2nd Director or Secretary for contract execution in accordance with s127 of the Corporations Act 2001 (if awarded) |  |
| Telephone |  |
| Address for service of contractual notices |  |

 **Note: The Offer does not require the Respondent’s signature.**

1. Compliance and Disclosure Requirements

 The City reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from Attachment B – Draft Contract and any associated Schedules.

1. **Compliance**
	1. Request Conditions (Attachment A)

***Attachment A:***

Please scroll down for Attachment A (it isn’t a separate document).

The Respondent must confirm whether it will comply with the Request Conditions. If the Respondent will not comply with any clause of the Request Conditions, the Respondent must set out:

1. the clause it will not comply with
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Attachment A – Request Conditions; and
3. the reason for non-compliance.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent agree to the Request Conditions? |
| **Yes** | **No** |
| If no, provide details: |

***Draft Contract:***

Attachment B is a separate document containing the general contract conditions and the requirements of the contract.

If there are any clauses in the Draft Contract Attachment B that you don’t agree with, suggested amendments, deletions or alternatives can be made in the table.

* 1. Draft Contract - General Conditions (Attachment B)

The Respondent must confirm whether it will comply with the General Conditions as defined in Attachment B - Draft Contract. If the Respondent will not comply with any of the General Conditions, the Respondent must set out:

1. the General Conditions clause(s) it will not comply with
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions; and
3. the reason for non-compliance.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent agree to the General Conditions? |
| **Yes** | **No** |

|  |  |
| --- | --- |
| **Clause Number** | **Suggested Amendment or Departure**  |
|  |  |
|  |  |
|  |  |

**Note:** these departures may be considered by the City, any other clauses not presented under this departure table at the time of lodging a tender should not be considered for amendment at the time of awarding a contract.

Specifications and Special conditions:

Attachment B will be amended depending on the particular goods or services.

Again, if there are any clauses that you don’t agree with, suggested amendments, deletions or alternatives can be made in the table.

* 1. Draft Contract – Specifications and Special Conditions (Attachment B)

The Respondent must confirm whether it will comply with the Specifications and Special Conditions as defined in Schedule 2 of Attachment B - Draft Contract. If the Respondent will not comply with any of the Specifications and Special Conditions, the Respondent must set out:

1. the Specifications and Special Conditions clause(s) it will not comply with
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Specifications and Special Conditions; and
3. the reason for non-compliance.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent agree to the Specifications and Special Conditions? |
| **Yes** | **No** |

|  |  |
| --- | --- |
| **Clause Number** | **Suggested Amendment or Departure**  |
|  |  |
|  |  |
|  |  |
|  |  |

**Note:** these departures may be considered by the City, any other clauses not presented under this departure table at the time of lodging a tender should not be considered for amendment at the time of awarding a contract.

1. **Disclosures**
	1. Participants

|  |
| --- |
| **Respondent to Complete:**Is the Respondent acting as an agent or trustee for another person or persons? |
| **Yes** | **No** |
| If yes, provide details: |
| Is the Respondent acting jointly or in association with another person or persons? |
| **Yes** | **No** |
| If yes, provide details: |

* 1. Criminal Convictions

The Respondent must confirm that neither the Respondent nor any person to be included in undertaking this Contract (if awarded) has been convicted of a criminal offence that is punishable by imprisonment or detention.

|  |
| --- |
| **Respondent to Complete:**Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention? |
| **Yes** | **No** |
| If yes, provide details: |

* 1. Conflict of Interest

The Respondent must declare and provide details of any actual, potential, or perceived conflict of interest.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent have any actual, potential, or perceived conflict of interest in relation to the performance of the Contract (if awarded) by the Respondent? |
| **Yes** | **No** |
| If yes, provide details: |

* 1. Australian Business Number (ABN)

Please attach a PDF of your ABN details from the Australian Business Register Lookup <https://abr.business.gov.au/> or the ASIC register showing the Respondents business details including ABN.

|  |
| --- |
| **Respondent to Complete:**Attached? |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

Addenda: Not all tenders will have Addendums issued - sometimes this is not applicable.

1. **Addenda**

|  |
| --- |
| **Respondent to Complete:**If addendums have been issued, please acknowledge that the Respondent has received each addendum and has made allowances for this in its Offer to reflect the information issued. |
| **Yes** | **No** |
| Note: Failing to acknowledge all addenda may result in non-compliance |

Resource and Management System Requirements

1. **Availability of Plant and Equipment**

The Respondent is to list the plant and equipment available for use under the Contract (if awarded) including any specialist plant and equipment that may be required.

Resource and Management System Requirements:

These requirements will change depending on the Tender.

|  |
| --- |
| **Respondent to Complete:** |
| **Purpose** | **Make** | **Model** | **Age** | **Owned / Hired** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Contingency plans for breakdowns

The Respondent is to provide details of its contingency plans if any of its plant and/or equipment breakdown.

|  |
| --- |
| **Respondent to Complete:** |

1. Applicable maintenance plans

The Respondent is to provide details of its maintenance plans for all plant and equipment.

|  |
| --- |
| **Respondent to Complete:** |

1. **Person or Company Profile**

The Respondent is to provide details of the person or company responsible for the provision of the services (i.e. company profile, history, etc.).

|  |
| --- |
| **Respondent to Complete:** |

1. **Quality Management**

The Respondent is to provide details of quality management systems in place or its progress towards implementation. Where the Respondent has been certified to Australian Standard AS/NZS ISO9001: Quality Systems, the Respondent shall attach a copy of their current certification.

|  |
| --- |
| **Respondent to Complete:**Provide details. If attaching a certificate, please provide reference to its location in your Offer.Attached? |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

1. **Work Health and Safety**

The Respondent is to attach a copy of its Work Health and Safety Policy and Management Plan which should include how the Respondent will manage events that may arise in the performance of this Contract (if awarded).

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

1. **Safety Records**

The Respondent is to attach a copy of its safety records and history of its Lost Time Injury Frequency Rate (LTIFR).

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

1. **Safety Management**

The Respondent is to attach a copy of a completed and relevant JSA/JHA or similar risk assessment.

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

1. **Carbon Footprint**

During the contract term, it will become a requirement by the City for all contractors to start regularly providing details of their carbon emission. Please confirm that you are willing to work with the City to provide this information when required?

|  |
| --- |
| **Respondent to Complete:** |
| **Yes** | **No** |
| **Notes:** |

1. **Customer Service**

The Respondent is to attach a copy of its Customer Service Standards or Policy.

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

1. **Beneficial Proposed Alternative**

The Respondent is to specify if they want to offer an alternative to the Goods, Service or Methodology proposed in their submission which would be beneficial to the City in terms of cost, time, environmental sustainability, or other considerations.

|  |
| --- |
| **Respondent to Complete:** |
|  |

1. **Invoicing**

The Respondent is to provide confirmation that it will comply with the City’s 30-day terms.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent confirm that it will comply with the City’s 30-day terms? |
| **YES** | **NO** |
| If no, provide details: |

1. **Disability Access and Inclusion**

Where services could impact public access and inclusion (e.g. public consultation, re-routing footpath), the Respondent is to provide details of activities that support access and inclusion.

|  |
| --- |
| **Respondent to Complete:** |

1. Qualitative Requirements

 The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

Qualitative Requirements: The % weightings will change specific to each Tender

|  |  |
| --- | --- |
| Demonstrated Experience | XX% |
| Capacity to Deliver | XX% |
| Sustainable/Social Procurement | XX% |
| Methodology | XX% |
|  | 100% |

1. **Demonstrated Experience (XX% Weighting)**

 The Respondent must provide details of at least three contracts for similar goods and/or services that are ongoing or completed not more than 24 months ago.

|  |
| --- |
| **Respondent to Complete:** |
| **Contract #1** |
| **Who was the work undertaken for?** |  |
| **Provide the dates the contract was undertaken to and from** |  |
| **Provide a clear description of the goods and/or services that were provided** |  |
| **What was the approximate value of the contract per annum?** |  |
| **Describe any challenges that were overcome (lessons learnt).** |  |

***Challenges / Lessons Learnt: The purpose of this is to prove to the City that you are able to solve problems. All projects have some level of challenges.***

|  |
| --- |
| **Contract #2** |
| **Who was the work undertaken for?** |  |
| **Provide the dates the contract was undertaken to and from** |  |
| **Provide a clear description of the goods and/or services that were provided** |  |
| **What was the approximate value of the contract per annum?** |  |
| **Describe any challenges that were overcome (lessons learnt).** |  |

|  |
| --- |
| **Contract #3** |
| **Who was the work undertaken for?** |  |
| **Provide the dates the contract was undertaken to and from** |  |
| **Provide a clear description of the goods and/or services that were provided** |  |
| **What was the approximate value of the contract per annum?** |  |
| **Describe any challenges that were overcome (lessons learnt).** |  |

1. **Capacity to Deliver (XX% Weighting)**
2. The Respondent must for its business management team:

(i) identify any proposed key personnel and provide a brief curriculum vitae for each of them

(ii) identify the length of employment with the organisation

(iii) specify the % of time each key personnel is allocated to the Service.

|  |
| --- |
| **Respondent to Complete:** |
| **Role & Name** | **Curriculum Vitae - Location** | **Length of Employment** | **% of time** |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |

1. The Respondent must for its operational delivery team:

(i) identify any proposed key personnel and provide a brief curriculum vitae for each of them.

(ii) identify the length of employment with the organisation.

|  |
| --- |
| **Respondent to Complete:** |
| **Role and Name** | **Curriculum Vitae - Location** | **Length of Employment** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Subcontractors or Subconsultants

|  |
| --- |
| Has the Respondent engaged or does the Respondent intend to engage, another person or persons as a subcontractor or subconsultant in connection with the supply of Goods and/or Services |
| **Yes** | **No** |
| If yes, provide details: |
| What work will be performed by subcontracted/subconsultant |  |
| Name of the subcontractor/ subconsultant |  |
| Length of relationship with the subcontractor/ subconsultant |  |
| Attach any copies of subcontractor/subconsultant qualifications (where applicable) |  |
| Provide at least two examples of relevant experience of the subcontractor/subconsultant |  |
| **If using multiple subcontractors or subconsultants, please provide the five answers above for each subcontractor.** |

1. **Sustainable/Social Procurement (20% Weighting)**

To score against this criterion, Respondents must address the criteria below that are relevant to their business. Information not provided under this section will not be considered as part of the Social Procurement scores.

* Actions to reduce greenhouse gas emissions.
* Actions to mitigate environmental impact of the Good or Service being provided.
* Businesses located within the City of Melville boundaries or businesses that contribute directly to the City of Melville’s economy.
* Direct involvement or positive impact to First Nation people and/or people living with a disability.
* Actions to identify and mitigate risk specific to modern slavery.
* Any other Sustainable/Social initiatives the City should consider.

Any available proof must be provided; the City might request additional proof or reject claims if insufficient proof is provided.

|  |
| --- |
| **Respondent to Complete:** |
|  |

1. **Methodology (XX% Weighting)**

The Respondent must provide details of their methodology which should include:

* 1. The scope of the work/requirements broken into components including timeframes to complete each component of the requirements (i.e. detailed in a Gantt Chart);

|  |
| --- |
| **Respondent to Complete:** |
|  |

* 1. A description of any critical issues that may affect the delivery of the project/services and any proposed quality control mechanisms that may be used.

|  |
| --- |
| **Respondent to Complete:** |
|  |

* 1. Proposed lay down area and site safety measures within a live environment and consideration of proximity to the river and existing recreational facilities (e.g. site compound);

|  |
| --- |
| **Respondent to Complete:** |
|  |

* 1. the proposed approach to engaging and managing key stakeholders including the City, statutory approval agencies and the general public

|  |
| --- |
| **Respondent to Complete:** |
|  |

1. Pricing Schedule

Pricing Requirements

* 1. The Respondent must include in the Offer the completed Attachment C – Pricing Schedule.xlsx document included with this Request.
	2. The Respondent must state the basis of its Offered Price in Australian Dollars.
	3. The Offered Price will be deemed to include the cost of complying with:
		1. this Request including:
			1. Attachment B – Draft Contract and any associated Schedules; and
			2. any Addenda available, if issued.
		2. all matters and things necessary or relevant for the due and proper performance of this Contract (if awarded),

Any charge not stated as being additional to the Offered Price will not be payable by the City.

* 1. If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be exclusive of all GST applicable to the taxable supply at the rate in force for the time being.

 Please refer to **Attachment C – Pricing Schedule.xlsx**

Insurance Requirements

***Pricing Schedule – Attachment C:***

Attachment C is a separate attachment.

Please leave the document in Excel format when you put in your submission.

The Respondent must demonstrate that it holds as a minimum the following insurances:

* Public Liability Insurance - $20 million.
* Product Liability Insurance - $10 million.

***Insurance Requirements:*** Make sure that you can obtain the required level of insurance cover. The level of cover will be specific to the Tender.

* Professional Indemnity Insurance - $10 million.
* Workers Compensation Insurance - $50 million.
* Third Party Motor Vehicle - $30 million.

|  |
| --- |
| **Respondent to Complete:**Provide insurance details: |
| **Type** | **Insurer** | **Policy Number** | **Insured Amount** | **Expiration Date** |
| Public Liability |  |  |  |  |
| Product Liability |  |  |  |  |
| Professional Indemnity |  |  |  |  |
| Workers Compensation  |  |  |  |  |
| Third Party Motor Vehicle |  |  |  |  |

If the Respondent does not hold the required insurances, then will the Respondent obtain the required insurances prior to the commencement of any works if awarded this Contract?

|  |
| --- |
| **Respondent to Complete:**Provide insurance details: |
| **Yes** | **No** |
| If no, provide reasons why: |

The Respondent shall attach copies of Certificates of Currency for all insurances stated above that are held.

|  |
| --- |
| **Respondent to Complete:****Please attach certificates and provide reference to its location in your Offer. Are they attached?** |
| **Yes** | **No** |
| **Location:**(e.g. Section, page number) |

1. References

The Respondent must provide details of at least four referees who can advise on the performance standards of previous projects undertaken **or** provide three recent written references that also provide this detail.

The City may perform reference checks at its discretion.

Respondents are to note that the City reserves the right to perform additional internal and/or external reference checks at its discretion on top of any referees or written references provided by the Respondent.

|  |
| --- |
| **Respondent to Complete:**Provide details in the following format: |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |
| **or**Please attach copies of written references and provide details of their location within the Offer. |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |
| **or**Please attach copies of written references and provide details of their location within the Offer. |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |
| **or**Please attach copies of written references and provide details of their location within the Offer. |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |
| **or**Please attach copies of written references and provide details of their location within the Offer. |

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**Attachment A – Request Conditions**

***Attachment A: Those are just General Terms and Conditions specific to the Request. It will not directly form part of the Contract.***

1. **Definitions and Interpretation**
	1. **Definitions Generally**

In this Request:

**Addendum** means any addendum issued by the City in relation to the Request.

**Closing Time** means the time and date specified on the front of the Request as the closing time for the submission of Offers.

**Contract** means the contract between the City and the successful Respondent for the supply of the Products and / or Services by the successful Respondent, the terms and conditions of which are contained in the Contract Documents.

**Draft Contract** means the draft contract provided at Attachment B to this Request.

**Offer** means the offer submitted by the Respondent in response to the Request.

**Offer Information** means all information, other than the Respondent’s Offer, submitted by the Respondent in response to, or in connection with, the Request.

**Offer Validity Period** means the period specified in clause 1.3 of Section 1 in Part A of this Request.

**Offered Price** means the price, or the price determined by applying the formula or method, specified in the Offer.

**Products** means goods for the purposes of any City policy.

**Respondent** means any person who submits an Offer.

**Section** means a section of this Request.

* 1. **Interpretation**

In this Request and these Request Conditions, words defined in the Draft Contract also apply to these Request Conditions; and unless the context otherwise requires:

1. the singular includes the plural and vice versa;
2. a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
3. a reference to a gender includes other genders;
4. a reference to a person includes a Public Authority, a public body, a company and an incorporated or unincorporated association or body of persons;
5. a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
6. if the Respondent consists of a partnership or joint venture, then:
	1. an obligation imposed on the Respondent under the Request binds each person who comprises the Respondent jointly and severally.
	2. each person who comprises the Respondent agrees to do all things necessary to enable the obligations imposed on the Respondent under the Request to be undertaken; and
	3. the act of one person who comprises the Respondent binds the other persons who comprise the Respondent;
7. an agreement, representation, or warranty on the part of or in favour of two or more persons binds, or is for the benefit of, them jointly and severally.
8. a reference to the Request or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the City or the Respondent;
9. a reference to a clause, schedule, attachment or appendix is a reference to a clause, schedule, attachment or appendix to the Request;
10. all the provisions in any schedule, attachment or appendix to the Request are incorporated in, and form part of, the Request and bind the City and the Respondent;
11. headings are included for convenience and do not affect the interpretation of the Request;
12. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
13. no rule of interpretation is to be applied to disadvantage the City or the Respondent on the basis that it was responsible for preparing the Request;
14. if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
15. if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
16. a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
17. a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
18. a reference to a day is to a calendar day, a month is to a calendar month and a yea is to a calendar year;
19. if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
20. if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day;
21. a reference to a monetary amount means that amount in Australian currency, and
22. a reference to time means the time observed by the general community from time to time in Western Australia.
23. **Conditions**
	1. **Submission of Offer**

Any Offer which:

1. is not submitted before Closing Time;
2. is incomplete at the Closing Time; or
3. is not submitted in accordance with the provisions of clause 1.2 in Part A of the Request, will be excluded from consideration, unless the Respondent can provide conclusive evidence of mishandling of the Offer.

The Offer must be received in full by the City prior to the Closing Time.

The Respondent agrees that:

1. receipt of the Offer will be determined by the date and time shown on the electronic lodgement service receipt issued or, if no receipt is issued, the date and time which the City’s computer records that the Offer was received.
2. if the electronic copy of the Offer contains a virus, then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the City all costs incurred by the City arising from, or in connection with, the virus.
3. lodgement of electronic files may take time and the Respondent must make its own assessment of the time required for full transmission of its Offer.
4. the City will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Offer;
5. if the electronic copy of the Offer becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the City may request the Respondent to provide another copy of the Offer either electronically or in hard copy or both;
6. if the City requests the provisions of another copy of the Offer, then the Respondent must;
7. provide the copy in the form or forms requested within the period specified by the City;
8. provide a statutory declaration that the copy is a true copy of the Offer which was electronically submitted by the Respondent and that no changes to the Offer have been made after the initial attempted electronic submission; and
9. if requested, provide a copy of the electronic lodgement service receipt for the initial attempted electronic submission.

An Offer is not assignable by the Respondent without the prior written consent of the City.

If an Offer is submitted by a consortium of two (2) or more persons either by way of joint venture, partnership or otherwise, the Offer is binding on those persons jointly and severally.

An Offer is, upon submission, the absolute property of the City and will not be returned to the Respondent. Nothing in this provision affects the intellectual property rights of the Respondent in the Offer, except that the City may make such copies of the Offer as the City requires for the proper evaluation of the Offer.

* 1. **Cancellation and Variation**

The City reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace the Request or any part of the Request.

If the City cancels, varies, supplements, supersedes or replaces the Request, then:

1. the City will advise each Respondent that the Request has been cancelled, varied, supplemented, superseded or replaced; and
2. the Respondent shall not have any recourse against the City whatsoever including for claims for costs or expenses incurred up to and including the date that the Request or any part of the Request is cancelled, varied, supplemented, superseded or replaced.
	1. **City’s Rights**

The City is not obliged to accept the Offer containing the lowest Offered Price.

The City is under no obligation to accept any Offer and may reject any Offer or all Offers, in the City’s discretion, including:

1. **(failure to comply with Request Conditions)** if an Offer fails to comply with these Request Conditions;
2. **(failure to comply with requirements)** if an Offer fails to comply with any of the Requirements set out in Part B of this Request;
3. **(false or misleading)** if an Offer contains information or representations that are false or misleading;
4. **(change of control)** if anything occurs, the effect of which is to transfer directly or indirectly, the management or control of the Respondent to another person, including in respect of a Respondent which is a body corporate, if there is a change in control of the Respondent within the meaning of the *Corporations Act 2001* (Cth);
5. **(change of consortium membership)** in respect of a Respondent which consists of a consortium, if there is a change of membership of the consortium members; or
6. **(change of policy or commercial reasons)** if the City decides to cancel the Request due to changes of policy or for commercial reasons.

After the Closing Time, the City may:

1. request additional information from the Respondent in relation to the content of the Offer for the sole purpose of clarifying the Offer; and
2. request information from the Respondent regarding the financial capacity of the Respondent, and if so requested, the Respondent must promptly provide such information to the City.

The City reserves the right to conduct site visits as it deems appropriate.

* 1. **Selection of the Preferred Respondent**

The City may select, but is not obliged to select, one or more Respondents as a preferred Respondent.

Selection as a preferred Respondent does not confer any rights on a preferred Respondent and the Request Conditions, including clause 2.3, continue to apply until such time as a Contract is awarded or the Request is terminated.

The Respondent agrees that, if it is selected as a preferred Respondent, then:

1. its Offer will remain open for acceptance by the City at any time prior to the expiry of the Offer Validity Period;
2. the City may choose to negotiate any aspect of the Offer; and
3. the city may request the Respondent to provide a performance guarantee, a bank guarantee or some other form of security on terms and conditions acceptable to the City.

At any time during the negotiations either the City or a preferred Respondent may terminate the negotiations for any reason.

If the City does terminate negotiations, the City may:

1. accept the Respondent’s original Offer; or
2. select and then negotiate with any other Respondent as a preferred Respondent in accordance with this clause 2.4; or
3. terminate the Request.
	1. **Discretion**

Whenever the consent of the City is required under the Request, that consent may be given or withheld by the City in the City’s absolute discretion and may be given subject to such conditions as the City may determine.

* 1. **Agreement With These Request Conditions**

In submitting an Offer, the Respondent is deemed to have read and agreed to these Request Conditions.

* 1. **Agreement By Respondent**

In submitting an Offer, the Respondent agrees that:

**(information is true and correct)** all information in its Offer and all Offer Information is true and correct at the time of its submission;

**(relies on own enquiries)** other than in respect of information provided by the City to the Respondent in writing, it relies entirely on its own enquiries in relation to all matters in respect of the Request, the Request Conditions and the draft Contract;

**(understood Request)** it has examined and understood the Request, the Request Conditions, the draft Contract and any other information available to the Respondent in respect of the Request;

**(understood Addenda)** prior to the Closing Time the Respondent must ensure that prior to submitting its Offer it has examined and understood each Addendum in respect of the Request as by submitting its Offer it will be deemed to have examined and understood each Addendum;

**(made reasonable enquiries)** it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Offer which is obtainable by the making of reasonable enquiries, which enquiries the Respondent has made;

**(does not rely on warranties)** other than in respect of information provided by the City to the Respondent in writing, it does not rely on any warranty or representation of the City or any person actually or ostensibly acting on behalf of the City;

**(no reference to information on websites)** it must not make reference to any information contained on the Respondent’s website or any other website. Any information on the Respondent’s website or any other website which the Respondent wishes the City to rely on must be set out in full in the Respondent’s Offer;

**(no secret commission)** it has not paid or received and will not pay or receive any secret commission in respect of the Request;

**(no collusion)** it has not colluded and will not collude with any other person in respect of the Request;

**(no inflation or deflation of Offered Price)** its Offered Price is not inflated or deflated to advantage another Respondent;

**(no unlawful arrangement)** it has not entered and will not enter into any unlawful arrangement with any other person in respect of the Request;

**(no improper influence)** it has not sought and will not seek to influence any decision in respect of the Request by improper means; and

**(own cost and expenses)** it will pay its own costs and expenses in connection with:

1. the preparation and submission of its Offer; and
2. any discussions, enquiries, or negotiations with, or provision or consideration of further information to, the City, whether before or after the submission of any Offer, irrespective of whether its Offer is accepted or not.
	1. **Withdrawal of Offer**

The Respondent may withdraw its Offer at any time prior to acceptance of its Offer, by notifying the City in writing.

* 1. **Offer Validity**

Unless the Respondent withdraws its Offer under clause 2.8, the Respondent agrees that its Offer will remain open for acceptance by the City for the Offer Validity Period.

The Offer Validity Period may be extended or further extended by the City by advising each Respondent in writing at any time or times.

* 1. **Disclosure of Offer Information**
1. The Respondent agrees and acknowledges that its Offer and its Offer Information are subject to the *Freedom of Information Act 1992* (WA) and may also be disclosed by the City under a court order upon request by Parliament or any committee of Parliament or if otherwise required by law.
2. By submitting an Offer, the Respondent releases the City from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Offer and its Offer Information under this clause by the City.
3. The Respondent agrees and acknowledges that the powers and responsibilities of the Auditor General for the State under the *Financial Management Act 2006* and the *Auditor General’s Act 2006* are not affected in any way by the Request.
4. Subject to this clause and to the provisions of the *Financial Management Act 2006* and the *Auditor General’s Act 2006*, the City will not make public any part of the Offer or any Offer Information that the Respondent expressly and reasonably nominates as confidential. However, the City may require the Respondent to withdraw any claim to confidentiality in respect of any part of the Offer or any Offer Information as a condition of acceptance of the Offer.
	1. **Conflict of Interest**

The Respondent must, prior to any acceptance of its Offer by the City, disclose to the City any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the Request or the performance of the Contract (if awarded) by the Respondent.

The City may, in its discretion, accept or reject the Respondent’s Offer if the City considers that the Respondent has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the Request or the performance of the Contract (if awarded by the Respondent).

* 1. **No Bribe, Inducement or Offer of Employment**

The Respondent must not, without the prior written consent of the City, directly or indirectly approach or communicate with any officer or employee of the City having any connection or involvement with the Request, with respect to:

1. an offer of employment; or
2. availability of employment.

with the Respondent or any related entity.

The Respondent must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the City in connection with the Request.

**Attachment B – Draft Contract**

Refer to attachment

***Attachment B: This is a separate document that will contain the specifications and the scope of work required.***