Conditions of Tendering

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# Conditions of Tendering

THERE ARE PAGES IN THIS SECTION

This section includes notices to tenderers.

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

## General

### Contact Person

Refer requests for information about the Tender to:

The Principal’s online forum is: ‘VendorPanel’

Access to VendorPanel is via: [www.vendorpanel.com.au/cabonne/tenders](http://www.vendorpanel.com.au/cabonne/tenders)

|  |  |
| --- | --- |
| Name: | Ben Howard |
| Telephone number: | 0419 980 665 |
| e-mail address: | benhoward@benefitprojectsandconsulting.com |

## Tenderer Eligibility

### Acceptable Legal Entities

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

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

### Quality management

The Principal may elect to pass over a Tender from a Tenderer that does not have current full certification of its Quality Management System to AS/NZS ISO 9001:2016.

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

### Work health and safety management

Tenderers must demonstrate their capacity to manage work, health and safety (WHS) in accordance with the *NSW Work Health & Safety management guidelines (for Construction Procurement) (Edition 6)* (*WHSM Guidelines*). These *Guidelines* are available on the buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>

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

A Tender will not be accepted from a Tenderer that is not accredited under the Australian Government WHS Accreditation Scheme (the Scheme) established under the Federal Safety Commissioner Act 2022 (FSC Act) and specified in the Federal Safety Commissioner (Accreditation Scheme) Amendment Rules 2023 for building work as defined under section 6 of the FSC Act.

### Environmental management

Tenderers must demonstrate their capacity to manage environmental matters in accordance with the *NSW Government Environmental management guidelines (Construction Procurement) (Edition 4)* (*EM Guidelines*) available on the Buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>

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

A Tender will not be accepted from a Tenderer that does not have a Corporate Environmental Management System acceptable to the Principal in accordance with the *EM Guidelines*.

### Financial assessment

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained.

The main criteria considered in the financial assessment of tenderers are:

Net Tangible Assets (total assets, excluding any assets of company directors, less total liabilities less intangible assets);

Current Ratio (ratio of current assets to current liabilities); and

Working Capital (current assets less current liabilities).

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

Net Worth exceeds 5% of the initial Contract Price;

Current Ratio exceeds 1; and

Working Capital exceeds 10% of the initial Contract Price.

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

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

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

## Contract details

### Site

The Principal may provide geotechnical or other information concerning the Site. Some Site information, including reports and investigations, may not form part of the Contract.

Refer to General Conditions of Contract clause 36 - **Site Information** forinformation concerning the Site that does not form part of the Contract.

Refer to Preliminaries clause – **Site** for *Site* related contract requirements.

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

#### Reports And Site information

Reports and other Site Information are available as follows:

Site survey and data

Molong Showground Concept Master Plan

Molong Hockey Field review Environmental Factors (REF)

#### Investigations Carried Out

Investigations carried out on this site include:

Geotechnical Investigations and report

#### Other Site Activities

Other site activities which may affect this site are:

Construction of LED sports Field Lighting and enabling electrical infrastructure

Showground access road and hockey car park area

The location of the proposed works is contained within an operational showground including Molong Golf and Disc Golf Course.

### General Conditions of Contract

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

### Provisional Sums

The Contract includes work subject to payment as a Provisional Sum. See General Conditions of Contract clause 55 - **The Contract Price** (Provisional Sums) and the list of Provisional Sums in Tender Schedules – **Schedule of Provisional Sums**.

### Cost adjustment

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

### Insurance

#### Works Insurance and Public Liability Insurance

The Contractor must arrange public liability insurance and pay all premiums in accordance with General Conditions of Contract clause 27 - **Insurance**.

Council will be responsible for the arrangement of Works Insurance.

#### Asbestos liability insurance

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

#### Other Insurance

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

For professional indemnity insurance, a Certificate of Currency or evidence of the ability to obtain the required insurance, such as a letter from a broker or insurer, may be required as a condition of acceptance of tender.

### Proposed Subcontractors and Consultants

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

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

### Design development and documentation resources

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

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

## Current policies

### Disclosure of Tender and Contract information

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

### Exchange of information by the Principal

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

### Security of documents

All RFT Document and information made available by the Principal remain the property of the Principle and are provided on condition that they are treated as confidential by the Tenderer and are used on for the purposes of preparing a Tender.

All RFT documents marked as “restricted” are classified maximum security documents. No copies are to be made by tenderers, their agents or anyone else other than for tendering purposes. All such documents and copies are to be returned to the Principal on completion of the tendering process.

All documents, materials and information submitted as part of or in support of a tender will become the property of the Principal.

Unless otherwise provided by the Contract, the Tenderer will be entitled to retain copyright and other intellectual property rights in the documents, materials and information submitted as part of its tender.

### Unconditional undertakings - approved institutions

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

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

### Dealing with Modern Slavery

The Tenderer’s attention is drawn to the requirements of the Modern Slavery Act NSW (2018) which requires that reasonable steps be taken to ensure that goods and services procured by and for government agencies are not the product of modern slavery.

Tenderers must demonstrate that they understand Modern Slavery and will implement processes and procedures to identify and manage the risks of Modern Slavery.

Refer to the following site for further information on the Reasonable Steps that should be taken to deal with modern slavery:

<https://dcj.nsw.gov.au/legal-and-justice/our-commissioners/anti-slavery-commissioner/due-diligence-and-reporting>

Submit with the Tender the completed Tender Schedules - **Schedule of Compliance for dealing with Modern Slavery.**

A Tender will not be accepted from a Tenderer that does not provide the completed Schedule which includes a submission and a declaration by the Contractor.

## Further information

### Addenda to RFT Documents

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

### Site access restrictions

Tenderers and their agents or representatives must:

obtain permission to inspect the Site from the Client’s Representative at least 48 hours before access to the Site is required;

upon arrival, at the pre-arranged time, introduce themselves at the Client Representative’s office prior to undertaking their inspection of the Site.

The Client’s Representative’s details are:

|  |  |
| --- | --- |
| Name: | Adam Clunes |
| Telephone number: | 0437 728 951 |
| e-mail address: | adam.clunes@cabonne.nsw.gov.au |
|  |  |
| The Client’s Representative may be contacted: |
| on the following days: | Monday to Friday |
| between the hours of: | 9:00am – 4:00pm |

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

### Mandatory Pre-Tender meeting

A pre-tender meeting will be held on the date, at the time and at the place nominated in the advertisement or invitation.

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

Attendance by tenderers at the pre-Tender meeting is mandatory. Tenders submitted by tenderers who fail to attend will be passed over.

Tenderers are requested to confirm, via email to the Principal’s Contact Person, that they will attend the pre-tender meeting at least 3 Business Days prior to the nominated date.

A pre-tender meeting will be held on the date, at the time and at the place stated below:

|  |  |  |
| --- | --- | --- |
| **Date** | **Time** | **Location/ place** |
| 18 March 2025 | 10:00am | Molong Community Centre followed by guided site visit |

## Preparation of Tenders

### Alternative Tenders

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

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

#### Alternative Price Not Subject to Cost Adjustment

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

### Qualifications and Departures

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

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

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

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

### Non-Price Criteria Information

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

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

### Information for “Payment Claim Worksheet”

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

### Contract Information

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

### Technical data

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

### Program

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

### Tender Concept Design

Submit the details shown in Tender Schedules - **Schedule of Tender Concept Design**.

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

## Submission of Tenders

### Documents to be submitted

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

Tender Form

Schedule of Prices – Lump Sum

Schedule of Prices – Provisional Rates

Schedule of Weighted Non-Price Criteria Information

Schedule of Qualifications and Departures

Schedule of Proposed Subcontractors and Consultants

Schedule of Quality Management Information

Schedule of WHS Management Information

Schedule of Environmental Management Information

Schedule of Local Procurement

Schedule of Technical Data

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

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

### Submission procedure

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

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

Submit when requested, by the date, time and method stipulated in the request, Tender Schedules marked ‘Submit when requested’ and any other information requested by the Principal to allow further consideration of the Tender.

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

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

### Tenders submitted electronically

#### Legal status

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

Tenderers should review the terms and conditions of the nominated system prior to uploading their tender. Lodgement of a tender electronically is evidence of a Tenderer’s acceptance of any conditions shown on the website of the nominated electronic tendering.system.

#### General

Tenderers must not change existing text in electronic tender forms other than to insert required information.

Tenderers who experience technical difficulties in lodging their tenders should utilize the support provided by the nominated electronic tendering system website.

Tender files must be checked by a reputable virus scanning application prior to submission and be found to be free from virus malicious code or other properties (including executable code) that may compromise the Principal’s IT environment.

It is the Tenderer’s responsibility to submit a tender that is complete and in an uncorrupted format. The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt.

Tenders received via electronic transmission, other than through the nominated electronic Tendering system site, will not be considered.

Tenders submitted electronically must be submitted electronically using the Principal’s nominated electronic tendering system:

The Principal’s tendering system is: Vendor Panel

Access to the Principal’s tendering system is via: [www.vendorpanel.com.au/cabonne/tenders](http://www.vendorpanel.com.au/cabonne/tenders)

Login to the tendering system and search for this RFT by name and number.

Please note that electronic lodgement must be “fully complete” by the nominated time for the close of tenders as the electronic link is programmed to terminate at this time.

The Closing time for the tender is:

* **Wednesday 2 April 2025 at 10am**

#### Electronic Format for Submissions

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 2021, or any format required by the RFT.

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

#### File Compression

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

### Late Tenders

In accordance with the *Local Government (General) Regulation 2021*, a late tender will not be considered unless the Tenderer satisfies the Principal that the Tender was lodged in sufficient time for the Tender to have been received by the closing date and time.

## Procedures after closing of Tenders

### Evaluation of Tenders

The names of the tenderers who submitted tenders by the due closing date and time will be published on the Principal’s website.

Tenders will be evaluated in accordance with the *Local Government (General) Regulation 2021*. Tenders will be evaluated on the criteria listed or referenced in these Conditions of Tendering.

In evaluating tenders, the Principal may take into consideration factors including, but not limited to: whole of life costs; ability to meet requirements of the NSW Government *Supplier Code of Conduct, Aboriginal Participation Policy,* and other referenced policies; innovation; delivery time; quality offered; previous performance; experience; capability; work health and safety performance; reasonable steps in dealing with modern slavery,workplace and industrial relations performance; environmental management performance; quality management capability; community relations; value adding including economic, social and environmental initiatives; and conformity.

#### Weighted Non-Price Evaluation

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

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

|  |
| --- |
| **Weighted Non-Price Criteria** |
| * Tenderer’s recent experience and performance in completing comparable work, including working under relevant specifications and standards, including similar projects in regional NSW;
 |
| * Proposed construction methodology and program;
 |
| * Relevant qualifications, competence and experience of proposed personnel and subcontractors;
 |
| * Demonstrated understanding of the environmental management objectives and requirements under the contract; and
* WHS Management and Quality Management
 |

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

#### Local Procurement Criteria

Refer to Schedule of Special Tendering Conditions – **Local Procurement** for details.

#### Qualifications, Omissions and related issues

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

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

#### Communications with Tenderers

The Principal may seek clarification from a Tenderer regarding information contained in its Tender and may do so without notification to any other Tenderer.

A Tenderer may be invited to a one-on-one evaluation conference in order to review and clarify its Tender and to enable the Principal to interview key personnel identified in the Tender.

#### Dealing with Modern Slavery

The Tenderer’s submission will be evaluated with reference to the criteria included in Tender Schedules - **Schedule of Compliance for Dealing with Modern Slavery**.

### Acceptance of Tender

The Principal will:

* accept a tender by written notification;
* publish the name of the successful tenderer and, if required, the amount of the accepted tender on the Principal’s website;
* publish information in accordance with Government Information (Public Access) Act 2009 GIPA}; and
* notify tenderers whose tenders were not accepted that their tenders were unsuccessful; or
* if none of the tender submissions were accepted, a notice to that effect.

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

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

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

### Protection of privacy

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

that the information is being collected for the purpose of evaluating tenders and administering any contracts arising from those tenders and may be made available to other NSW government agencies or local government authorities for those purposes;

whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and

of the existence of any right of access to, and correction of, the information.

**END OF SECTION – CONDITION OF TENDERING**