

CONDITIONS OF TENDERING

SWITCHBOARD AND SCADA INSTALLATION AT NYNGAN WTP

CONTRACT NO: 2016/4/SWITCH BOARD AND SCADA



Engineering Department
5/09/2016

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1 DEFINITIONS

1.1 Terms

'Conditions of Tendering'	means these conditions of tendering;
'Principal'	means Bogan Shire Council or (BSC) - (ABN 68 886 242 083);
'Superintendent'	means the nominated BSC site manager
'Principals representative'	means Hunter H2O;
'Tender' and 'tender'	means the Tenderer's response to the Principal's request for tender, as submitted in accordance with the Conditions of Tendering, and is an offer by the Tenderer capable of acceptance by the Principal;
'Tenderer'	means a party or a group of parties which responds to the Principal's request for tender;
'Tender Schedules'	means the Tender Schedules provided in the request for tender;
'The Code'	means the NSW Government Code of Practice for Procurement, which is available from the following website: https://www.procurepoint.nsw.gov.au/sites/default/files/documents/code_of_practice_for_procurement_2005.pdf .

1.2 Interpretation

All other words or phrases used in this request for tender which are defined in the Contract have the same meaning, and will be interpreted in the same manner as in the Contract.

2 APPLICATION

These Conditions of Tendering will not form part of the Contract.

2.1 Invitation to treat

This request for tender is an invitation to Tenderers to make offers to the Principal. It does not form a binding contract between the Principal and a Tenderer. Nothing in this request for tender or in any Tender is to be construed to give rise to any contractual obligation, express or implied.

2.2 Subject to formal contract and Board or committee approval

No binding contract, arrangement or other understanding (including quasi-contractual rights, promissory estoppel, or rights based on similar legal concepts) will exist between the Principal and a Tenderer unless and until the issue of a Letter of Acceptance or a formal written contract is signed by the Principal and the successful Tenderer (if any).

3 CODE OF PRACTICE FOR PROCUREMENT

All Tenderers must comply with the Code. The ability of a Tenderer to demonstrate compliance with the Code is an essential condition.

Lodgement of a tender will itself be an acknowledgment and representation by the Tenderer that it is aware of the requirements of the Code, that the Tenderer will comply with the Code and that the Tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any Contract that may be awarded.

If a Tenderer has failed to comply with the Code, this failure will be taken into account by the Principal when considering the tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights of action or remedies available to the Principal.

4 ACCEPTABLE LEGAL ENTITIES

The Principal contracts only with recognised and acceptable legal entities. The Principal does not contract with entities 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 may not award this Contract to a Tenderer that is a trustee but may do so at its sole discretion.

5 CONTENTS OF TENDER

Tenderers must:

- (a) Submit the Tender on the Tender Schedules provided;
- (b) Sign all Tender Schedules where indicated and, if the Tenderer be a corporation, affix its common seal to the Form of Tender in the manner prescribed by its constituent documents or otherwise have the Form of Tender signed appropriately; and
- (c) Formally have the signature witnessed.
- (d) All pricing to be listed as "Excluding GST".

Hard copy submission of tenders: Submit one (1) hard copy tender clearly marked 'ORIGINAL' and include one (1) electronic 'pdf' 'ORIGINAL' on 'CD'.

In the event of any discrepancy between any tender marked 'Original' and any marked 'copy', the tender marked 'Original' shall be accepted as correct.

6 ALTERNATIVE TENDERS

6.1 General

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 tender documents and include Tender Schedules applicable to the alternative.

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

7 ALLOTMENT

Only tenders for the whole of the work under the Contract will be considered.

8 WORK HEALTH AND SAFETY

Tenders will only be considered from tenderers that are able to prepare and implement an acceptable WHS Management Plan which complies with the NSW Government Work Health and Safety Management System and Auditing Guidelines, 5th Edition.

Tenderers must provide evidence that they are able to prepare and implement Safe Work Method Statements.

See NSW Government ProcurePoint website <https://www.procurepoint.nsw.gov.au/before-you-buy/framework-construction/work-health-safety-management-systems>.

9 SITE ACCESS

Obtain permission to inspect the Site from the officer named below at least 2 working days in advance. Report to the officer below on the day of the inspection at the pre-arranged time prior to commencing the inspection.

Officer:	Jayantha Ediriweera
Can be contacted:	Monday – Friday, between the hours of 9am – 5pm
Phone:	02 6835 9023
Facsimile:	02 6835 9011
E-mail:	jayantha.ediriweera@bogan.nsw.gov.au

10 PRE-TENDER MEETING

A pre-tender meeting will be held at the WTP on 20th September at 10:00am, as agreed with BSC.

Attendance at the meeting is optional, however attendance will provide a high degree of understanding any site variable and will be considered during the assessment of tenders. For further details, contact:

Officer: Jayantha Ediriweera
Can be contacted: Monday – Friday, between the hours of 9am – 5pm
Phone: 02 6835 9023
Facsimile: 02 6835 9011
E-mail: jayantha.ediriweera@bogan.nsw.gov.au

An officer will be available at the meeting to answer queries regarding the Contract.

11 COST OF TENDERING

The Principal will not be responsible for nor pay for any expenses which may be incurred by a Tenderer in the preparation of its tender.

12 DISQUALIFIED TENDERERS

Tenders submitted by a former employee of the Principal or its subsidiaries may be excluded if the former employee accepted a voluntary redundancy package and the Contract resulting from the tender will overlap with the period covered by the redundancy package.

13 EXCHANGE OF INFORMATION

The Principal assesses Contractors' performance generally in accordance with the NSW Government Contractor Performance Reporting and Exchange of Reports between Government Agencies.

By submitting a tender, the Tenderer authorises the Principal to gather, monitor, assess and communicate to NSW Government agencies or local government authorities, information about the Tenderer's 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.

14 ENQUIRIES

Prior to acceptance of tenders, enquiries shall be directed to the principles representative:

For Tender Enquiries: Name : David Longmuir
Phone : 02 4941 4814
Email: david.longmuir@hunterh2o.com.au

If in doubt as to the meaning of any portion of the tender documents ask the nominee above for clarification. Replies will be made in the form of an 'Addendum' or 'Notice to Tenderers' to each Tenderer to whom the tender documents have been issued. An 'Addendum' or 'Notice to Tenderers' may also be issued by the Principal before the tender closing date to revise, amend or modify any part of the tender documents.

In the tender, refer to each Addendum by number and state that the tender includes items contained in the Addendum.

15 TENDERERS TO INFORM THEMSELVES

The Principal does not represent or warrant that the information in this request for tender, or any information or other material or representations communicated or provided to a Tenderer at any other time during the tendering process is or will be accurate, current or complete.

The Tenderer is responsible for and warrants that it has:

- (a) examined the request for tender, any documents referred to or attached to the request for tender and any other information made available by the Principal to Tenderers for the purpose of their Tenders;
- (b) obtained all further information from the Principal, the Principal's organised site visits and raised questions relevant to their Tenders;
- (c) satisfied itself about the accuracy and completeness of the Tender, including prices;

- (d) incorporated any amendments to the request for tender made by the Principal;
- (e) sought and examined all necessary information which is obtainable by making reasonable inquiries relevant to the Principal's requirements, including the risks and other circumstances which may affect a Tender; and
- (f) reviewed any other information relevant to the subject matter of the request for tender.

A Tenderer, by submitting a Tender, acknowledges and warrants that:

- (g) it has not relied on any representation, letter, document or arrangement, whether oral or in writing or any other conduct, as adding to or amending the Conditions of Tendering of this request for tender, except as expressly stated by the Principal in writing;
- (h) that the Principal does not owe a duty of care to the Tenderer concerning this request for tender; and
- (i) it will not furnish any information, make any statement or issue any document or other written or printed material concerning the acceptance of any Tender in response to this request for tender for publication in any media without the prior written approval of the Principal.

16 LODGEMENT OF TENDERS

16.1 General

All tender documents will be available on electronic format and could be download from Bogan Shire Council website <http://www.bogan.nsw.gov.au> or could be provided for any request to **Melissa Salter - 02 6835 9027**

Melissa Salter
 Administration Officer – Engineering
 PO Box 221 | 81 Cobar Street Nyngan, NSW, 2825
 P: (02)68359027 | F: (02)68359011|
 E: Melissa.Salter@bogan.nsw.gov.au
 W: www.bogan.nsw.gov.au

Tender envelopes are to be clearly marked **“Confidential”**, **“SWITCHBOARD AND SCADA INSTALLATION AT NYNGAN WTP”**

Tenders are to be lodged in the:

General Manager, Bogan Shire Council, P.O.Box 221, Nyngan NSW 2825

Or

Tender Box is available at front counter of Bogan Shire Council Office by: 4.00pm on the 30th September 2016

16.2 Late Tenders

Tenders received after the advertised closing time for receipt of tenders may not be considered.

16.3 Tender Validity Period

In consideration of the sum of ten cents payable to the Tenderer on demand, the Tenderer must keep its offer valid and open for acceptance for a minimum of 60 days from the date of closing of Tenders. However, the offers of Tenderers other than the successful Tenderer will lapse on the date of issue of a Letter of Acceptance or a formal written contract is signed by the Principal and the successful Tenderer (if any).

17 EVALUATION OF TENDERS

In evaluating tenders, the Principal may take into consideration a range of criteria of the tender and the Tenderer, including:

- value for money;
- whole of life costs including cost of disposal and Principal's administration costs;

- work health and safety management practices and performance;
- construction period and proposed working hours and days;
- current commitments;
- previous performance;
- experience of Tenderer and personnel proposed;
- capability of Tenderer, including technical, management, human resource, organisational;
- financial capability and capacity;
- workplace and industrial relations management practices and performance;
- environmental management practices and performance;
- community relations practices and performance;
- innovation offered;
- conformity of tender with requirements.

Assessing value for money may include a sensitivity analysis for variation in quantities within the specified limits of accuracy where payment will be based on actual quantities of work.

The Principal may treat any required detail in the tender which is left out, illegible or unintelligible as failing to fulfil the relevant requirement. The Principal may assess, score or rate any detail in the tender which is left out, illegible or unintelligible in the way least favourable to the Tenderer, or in some other way at the Principal's absolute discretion.

The Principal intends to assess tenders using a weighted scoring system against set criteria.

The ratio of price and non-price criteria is 60:40.

Additional information may be requested to allow further consideration of the tender. If requested, submit such additional information by the stipulated date and time stipulated. Failure to meet this requirement may result in the tender being passed over.

18 FINANCIAL CAPACITY ASSESSMENT CRITERIA

The main criteria considered in financial assessment of Tenderers are:

- Net Worth (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 Tenderers with the following financial capacity, and no other significant detrimental financial characteristics to be financially satisfactory in respect of tenders:

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

Deviations below these indicative criteria will not necessarily prevent the Principal from considering any tenders.

19 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 individuals to which the personal information refers authorise its collection and are aware:

- that the information is being collected, and will be held by the the Principal at the address shown in the tender form;

- that the information is being collected for the purpose of evaluating tenders and commercial proposals, and the administration of any Contracts arising from those tenders or proposals, and may be made available to other NSW government departments or 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.

20 POST TENDER NEGOTIATIONS

The Principal is committed to encouraging Tenderers to offer innovative processes and/or alternatives which provide better value for money.

After close of tenders, the Principal may invite the preferred Tenderer to identify and negotiate over inclusion of value adding proposals, appropriate for the specified work, covering for example:

- innovative or alternative processes offering operational savings;
- alternative materials and/or finishes complying with the original design requirements; or
- changes to elements of the Principal's design to facilitate constructability or maintenance.

As a result of these negotiations, the Principal may accept none, some or all of the innovative or alternative proposals for inclusion in the work under the Contract.

There is no obligation on the Tenderer to participate in any aspect of this procedure and any failure to do so will not impact on the consideration of the Tenderer's originally submitted tender.

[END CONDITIONS OF TENDERING]

