

**INVITATION**

**13C172 THE PROVISION OF PROBITY ADVISORY AND AUDITING SERVICES TO THE**

**DEPARTMENT FOR PLANNING, TRANSPORT AND INFRASTRUCTURE**

**(PANEL AGREEMENT)**

|  |  |
| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | Enquiries are to be directed to:  Manager, Business Assurance and Risk  Telephone: (08) 8343 2899  E-mail: [DPTI.Tenders@sa.gov.au](mailto:DPTI.Tenders@sa.gov.au) |
|  |  |
| **APPLICATIONS MAY BE EITHER:** | **Posted to GPO Box 1533, ADELAIDE SA 5001; or**  **Delivered to 77 Grenfell Street, ADELAIDE SA 5000; or**  **Emailed to** [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@saugov.sa.gov.au)  Note: If submitting via email, please phone (08) 8343 2029 to confirm receipt. Also, it may be necessary to split the application into several emails to keep it to an acceptable size. Emails are not recommended for large applications. |

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**CONDITIONS FOR SUBMISSION OF AN APPLICATION**

**FOR A PANEL CONTRACT**

The DPTI Conditions of Submission for a Panel Agreement apply to this invitation and are available from the following website:

<http://www.dpti.sa.gov.au/contractor_documents/request_for_tender_templates2>

The Annexures to the Conditions of Submission, which are included in this document, are to be read in conjunction with the Conditions of Submission from the above website.

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**CS ANNEXURE A**

**APPLICATION DETAILS**

**APPLICANT’S MUST SUBMIT THE FOLLOWING IN THE SUBMISSION:**

Application Form

The following Schedules:

1. Fee Schedule.
2. Disbursement Schedule.
3. Certificate of Currency of Public Liability Insurance.
4. Certificate of Currency of Professional Indemnity Insurance.
5. Statement of company experience relevant to this Application and track record of company (including referees).
6. Schedule of nominated personnel and back-up personnel, including:
   1. Qualifications and relevant experience (including Curriculum Vitae’s).
   2. Expected availability, accessibility, level of input and their usual location.
   3. Ability to provide the service levels specified in the “Scope of Services” of the Statement of Requirements.
7. Approach to the task and methodology.

Applications must:

1. include all documentation outlined above;
2. be marked for the attention of:

**Manager Contracting Services  
Department of Planning, Transport and Infrastructure.**

1. be submitted electronically - (**do not** submit paper copies):

If the application is on a CD or USB, it may be either posted or delivered in accordance with the details displayed on the cover page.

If the application is attached to an email(s), it must be forwarded to [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@sa.gov.au) **-** refer to cover page for constraints.

Files must be clearly identified. Each file name must indicate the applicable Schedule number and contain the required information.

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**CS ANNEXURE B**

**ASSESSMENT OF SUBMISSIONS**

Submissions will be evaluated in accordance with the following process:

1. Assessment for Completeness and Compliance.
2. Non-price Assessment.

A Non-Price score will be determined using the following criteria and weightings:

|  |  |
| --- | --- |
| **Criteria** | **Weighting**  **(%)** |
| * Demonstrated company knowledge, expertise, experience and track record | 35 |
| * Experience, ability and accessibility of the nominated personnel | 25 |
| * Approach to the task and methodology | 20 |
| * Price | 20 |

1. Determination of a Notional Price

The notional price, which is to be used for the purpose of submission comparison only, will be calculated on the assumption that the break-up of services to be provided will be as follows:

Level 1 50%

Level 2 40%

Level 3 10%

Refer to “Scope of Services” of the Statement of Requirements for definitions of each level. Disbursements for travel and accommodation will be taken into account when calculating the notional price.

1. Selection of Preferred Applicant’s

Applicants will be ranked using the Non-price Score and a shortlist prepared. Where the notional price of a shortlisted application is notably higher than the average notional price for no additional benefits, that Applicant will be excluded from further assessment.

1. Finalisation of Agreement.

Following any clarification and negotiation necessary, the preferred Applicant will be requested to enter into a formal agreement for the provision of the services.

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**SCHEDULE OF AGREEMENT DOCUMENTS**

The Services shall be provided in accordance with the following documents, which comprise the Agreement:

1. Instrument of Agreement
2. Statement of Requirements
3. Panel Agreement – Professional Services (available from: <http://www.dpti.sa.gov.au/contractor_documents/dpti_general_conditions_of_contract>)
4. Annexure to the Panel Agreement
5. Contractor’s Submission

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**STATEMENT OF REQUIREMENTS**

**CONTENTS**

1. Background
2. Scope of Services
3. Rise and Fall
4. Disbursements
5. **BACKGROUND**

In line with trends across Australia, the Department for Planning, Transport and Infrastructure (DPTI) is increasing the use of non-traditional forms of contracts and evaluating tenders with an increased emphasis on non-price factors. Consequently, there is a need to ensure that:

* appropriate processes have been developed for the drafting of tender documentation and the evaluation of tenders, and;
* the processes are being followed in practice.

In particular, there is a need to ensure that tenderers are not subject to an unfair advantage or disadvantage or bias and that the processes are undertaken with the utmost integrity. Probity Advisors/ Auditors are engaged to ensure that both tenderers and the general public have confidence that the systems utilised are fair, equitable and strictly followed in practice.

1. **SCOPE OF SERVICES**

The Services will fall into the following broad categories:

Level 1

Verification of conformance with predetermined processes. This involves observing tendering processes undertaken by DPTI personnel and providing confirmation to the Principal that the correct processes have been followed. It also requires the recording and reporting of any critical decisions made during the tendering process.

Level 2

Providing advice where issues have arisen during the tendering process. Examples of this include:

* determining whether to accept a tender when a tenderer has not strictly conformed to the specified tender process;
* ruling on whether an evaluation panel member has a conflict of interest;
* evaluating innovative or alternative tenders.

There may also be a need to act as an independent party to facilitate the resolution of any probity concerns raised by tenderers.

Level 3

Providing high level advice regarding processes to be adopted and assist with the development and review of Probity Plans. This may involve the training of DPTI staff in probity awareness.

The tendering process is defined as including all activities that take place between initiation of the process and award of the contract and can include Expressions of Interest, Requests for Proposals and Requests for Tenders.

The Probity Advisor/Auditor will have access to any document or attend any evaluation meeting that the auditor considers necessary. The Probity Advisor/Auditor will report to the Principal where appropriate.

1. **RISE AND FALL**

This Agreement shall not be subject to adjustment for rise and fall in costs for the first 12 months. At the end of this period Panel members may resubmit hourly rates for the nominated personnel, which have been adjusted in line with the appropriate labour indices available from the Australian Bureau of Statistics.

1. **DISBURSEMENTS**

Separate payment will not be made for travel within the Adelaide metropolitan area; this cost is deemed to be included in the scheduled rates. If air travel is required, payment will only be made for economy class. Payment for overnight accommodation will only be made with the prior agreement of the Principal.

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**ANNEXURE TO THE PANEL AGREEMENT**

| Term of Agreement | The Expiry Date of this Agreement is 11 February 2018. |
| --- | --- |

Notwithstanding the definition of “Item” in clause 1 of AS4122 – 2010 General Conditions of Contract, a reference to an *Item* in the General Conditions of Contract is a reference to the corresponding item set out in the following table:

| ***Item*** | ***Clause or Subclause Referenced*** |  |
| --- | --- | --- |
| 1 | 1.1 | The Minister for Transport and Infrastructure of 136 North Terrace, Adelaide, South Australia, 5000,is the Principal. ABN: 92 366 288 135 |
| 2 | 1.1 | The Contractor is the entity named on Panel Agreement. |
| 3 | 1.1 | The *Contract Documents* comprise of those documents listed in the Schedule of Contract Documents |
| 4 | 1.1 | The Scope comprises of those *Services* described in the Statement of Requirements or Request for Quote. |
| 5 | 5.1 | The *Services* will be suitable for the purpose(s) described in the Statement of Requirements. |
| 6 | 6.1 | The  Manager, Business Assurance and Risk  Department of Planning, Transport and Infrastructure  of  77 Grenfell Street ADELAIDE SA 5000  is the Principal’s Representative. |
| 7 | 6.2 | The Contractor’s Representative will be the person nominated in writing by the Contractor or nominated in the Contractor’s quotation. |
| 8 | 10.1 | Payment to the Contractor will be determined on the basis of Schedule of Rates as detailed in the payment schedules except where the Principal has accepted a Lump Sum or Upper Limiting Fee quotation for the provision of Services. |
| 9 | 10.2 | The payment of disbursements and expenses shall be made in accordance with the Schedule of Disbursements. |
| 10 | 10.3 | Payment claims must be made by the last *Business Day* of each month. |
| 11 | 10.6 | The Principal will make payment within 30 *Business Days* of receipt of a claim for payment |
| 12 | 10.9 | The interest rate applicable to overdue payments is the rate prescribed under the [*Supreme Court Act 1935*](http://www.legislation.sa.gov.au/index.aspx?action=legref&type=act&legtitle=Supreme%20Court%20Act%201935) *(SA)* in respect of judgment debts of the Supreme Court. |
| 13 | 12.1 | The *Services* must be completed by the date nominated in the Request for Quotation |
| 14 | 12.3(c) | There are no other causes of delay for which the Contractor is entitled to an extension of time with costs. |
| 15 | 13.2 | There are no *Approvals* required to be obtained by the Contractor. |
| 16 | 18 | The key personnel are as nominated in the Contractor’s quotation or this Agreement. |
| 17 | 19.2 | Any existing conflicts of interest are set out in the Contractor’s quotation or this Agreement.. |
| 18 | 21.3 | Alternative 2 applies to *Intellectual Property Rights* |
| 19 | 21.3 | Any excluded *Intellectual Property Rights* are set out in the Contractor’s tender. |
| 20 | 21.4 | $10 is payable to the Contractor on demand for the granting of Intellectual Property Rights to the Principal. |
| 21 | 22.1 | Clause 22 (Moral Rights) does not apply |
| 22 | 23.1 | All *Documents* generated by this *Contract* are confidential unless the Principal advises otherwise. |
| 23 | 24.4 | If any suspension lasts longer than 3 months, the Contractor may terminate this *Contract*. |
| 24 | 29.1 | Other than as specified in Clause 19 “Liability of Contractor” of the Special Conditions of Contract, the Contractor’s liability is limited to $1,000,000 |
| 25 | 30.2 | Public Liability insurance: $10 million |
| 26 | 30.4 | Professional Indemnity insurance: $1 million. |
| 27 | 30.4 | Professional Indemnity insurance shall be maintained for not less than 1 year after the date of completion of the *Services* |
| 28 | 30.7 | The Principal will not effect any insurance. |
| 29 | 33.1 | The address for the service of notices to the Contractor is as shown on the Agreement. The address for the service of notices to the Principal is the address of the Principal’s Representative. |
| 30 | 35 | The laws of South Australia govern this *Contract*. |
| 31 |  | This *Contract* is amended by these Special Conditions of Contract, which also replace Annexure Part B to the General Conditions of Contract. |

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**APPLICATION FORM**

TO THE EXECUTIVE DIRECTOR:

**THE PROVISION OF PROBITY ADVISORY / AUDITING SERVICES TO THE**

**DEPARTMENT FOR PLANNING, TRANSPORT AND INFRASTRUCTURE**

**(PANEL AGREEMENT)**

I/We the undersigned, do hereby apply to perform the above mentioned services in accordance with the Inviattion Documents.

Applicant’s Name ..................................................................................................................................

(BLOCK LETTERS)

ACN ......................................................................... ABN ................................................................

Address ...............................................................................................................................................

Telephone No. ............................................................... Fax No. .......................................................

Signature of Applicant .................................................... Name ..........................................................

Position in Company ............................................................................................................................

Signature of Witness ............................................ Name of Witness ...................................................

Dated the ................................................................... day of ............................................... 20 .......

FOR OFFICE USE ONLY

|  |  |
| --- | --- |
| .............Tender(s) opened on ........./........./......  by ......................................................    (........................................................)  in the presence of ..........................................................................................  (.....................................................................) | Tender No. .........  Examined:  Checked:  Date ......../....../...... |

##### **SCHEDULE CHECKLIST FOR SUBMISSION**

##### For each item please tick the box to indicate that the Schedule has been completed in accordance with Annexure A of the Conditions for Submission of an Application and included with your submission.

|  |  |  |
| --- | --- | --- |
| 1 | Fee Schedule. | □ |
| 2 | Disbursement Schedule. | □ |
| 3 | Certificate of Currency of Public Liability Insurance. | □ |
| 4 | Certificate of Currency of Professional Indemnity Insurance. | □ |
| 5 | Company experience. | □ |
| 6 | Nominated personnel. | □ |
| 7 | Approach to the task and methodology. | □ |

**SCHEDULE 1**

**FEE SCHEDULE**

RATES AND AMOUNTS SHALL BE EXCLUSIVE OF GST

|  |  |  |
| --- | --- | --- |
| **Nominated Persons\*** | **Title / Position** | **Hourly Rate**  **($/hr)** |
|  |  |  |
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**SCHEDULE 2**

**DISBURSEMENTS**

ALL ITEMS SHALL BE LISTED AND SHALL BE EXCLUSIVE OF GST

|  |  |  |
| --- | --- | --- |
| **Item**  **No.** | **Description** | **Amount**  **($)** |
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