

**INVITATION**

**15C450 THE PROVISION OF PROJECT MANAGEMENT AND CONTRACT MANAGEMENT  
SERVICES FOR PROJECT DELIVERY**

**(PANEL AGREEMENT)**

|  |  |
| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | E-mail: [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@saugov.sa.gov.au) |
|  |  |
| **APPLICATIONS MAY BE EITHER:** | Be complied on a USB memory device or CD and 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. |

**INTRODUCTION AND INVITATION**

The Department of Planning, Transport and Infrastructure (DPTI) works as part of our community to deliver effective planning policy, efficient transport and social and economic infrastructure. Its responsibilities include the delivery of major road, rail, marine and building projects for the South Australian Government.

DPTI intends to supplement its “in house” project management and contract management resources with external Professional Services Contractors. Generally, these Professional Service Contractors will be required to provide suitably experienced and qualified personnel to join the DPTI project / contract management teams.

DPTI invites suitably qualified companies (**“Applicants”**) to apply for inclusion in a panel of the provision of project management and contract management services for DPTI. Applications will be evaluated by DPTI and those considered suitable will be invited to sign a formal Panel Agreement.

The role undertaken by the Professional Services Contractors will depend on the size, complexity and nature of the project. DPTI has established internal systems for the management of transport infrastructure contracts / projects and building infrastructure contracts / projects.

Typical tasks to be undertaken by the project management teams include programming, cost management, management of contracts for specialist services, stakeholder liaison, preparation of documentation necessary for project approval, risk management and scope management.

The contract management personnel assist the Superintendent or Principal’s Authorised Person in the administration of the construction contract. Typical tasks to be undertaken by the contract management teams include surveillance, audit, review of conformance documentation, providing advice regarding variations, reviewing claims for extensions of time and calculation of payment due.

Applicants may apply to provide either project management services, contract management services or both.

\_\_\_\_\_\_\_\_\_\_\_\_

**CONTENTS**

Conditions of Submission including:

Annexure A: Application Details.

Annexure B: Assessment of Submissions.

Statement of Requirements

Annexure to the DPTI Panel Agreement – Professional Services

Application Form

Schedules

**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.

\_\_\_\_\_\_\_\_\_\_\_\_

**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 and Professional Indemnity Insurance.
4. Statement of company experience relevant to this Application and track record of company (including referees).
5. 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.
6. Statement of Intent: Industry Participation Policy

\_\_\_\_\_\_\_\_\_\_\_\_

**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 | 10 |
| * Experience, ability and accessibility of the nominated personnel | 60 |
| * Notional Price | 30 |

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 an assumed number of hours for personnel of varying levels of skills and experience.

Disbursements for travel and accommodation will be taken into account when calculating the notional price.

1. Selection of Preferred Applicants

The Non-price Score will be used to assist with the selection of those companies which will be invited to join the panel. The Evaluation Panel may take into account an Applicant’s expertise in specialised areas to ensure that DPTI has access to a wide range of skills appropriate to different types of projects and contracts.

1. Finalisation of Agreement.

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

The above is only a summary of the evaluation process and other factors may be taken into account in the selection of the successful Tenderer.

\_\_\_\_\_\_\_\_\_\_\_\_

**STATEMENT OF REQUIREMENTS**

**CONTENTS**

1. Introduction
2. Scope of Services
3. Quotations
4. Rise and Fall
5. Disbursements
6. **INTRODUCTION**

On behalf of the Government of South Australia, DPTI is responsible for the delivery and operation of public infrastructure, including buildings, roads, passenger railways and marine facilities. From time to time it will require resources to assist DPTI project / contract management teams and may outsource the project / contract management for a specific project.

1. **SCOPE OF SERVICES**

Specific requirements for each work assignment will be provided.

The Contractor may be required to undertake some or all of the following activities:

Project Management Services

1. preparing management plans;
2. assisting with the management of budgets;
3. assisting with the preparation of, and obtaining, financial and other approvals;
4. management of the design process;
5. providing responses and information to the community;
6. updating the project management database; and
7. providing status reports and initiating procurement of construction.

Contract Management Services

1. assisting with the preparation of specifications and tender documents strictly in accordance with DPTI standards;
2. involvement in tender assessment panels;
3. representing the Superintendent / Principal’s Authorised Person on site;
4. assisting with contract interpretation and claim assessment; and
5. site surveillance (release of hold points, review of quality documentation etc).

The Contract Management Services may be required for construct only contracts, design and construct contracts or early contractor involvement contracts.

1. **QUOTATIONS**

The Principal may either:

1. engage a Panel Member without seeking Quotations, in which case the rates included in the schedules will apply to the provision of the Services; or
2. seek Quotations from two or more Panel Members, in which case the Upper Limiting Fee or Schedule of Rates submitted will apply to the provision of the Services.

Quotations may be requested on the basis of Upper Limiting fees, Hourly Rates or Daily Rates. When determining which Panel Members that quotations will be sought from, the Principal may take into account the past performance of a Panel Member and the number of times that a Panel Member has been invited to submit Quotations.

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 15 km of the Adelaide GPO; 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.

\_\_\_\_\_\_\_\_\_\_

**ANNEXURE TO THE PANEL AGREEMENT**

| Term of Agreement | The expiry date is 30 August 2019, which may be extended by the mutual agreement of the parties. |
| --- | --- |

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 Commissioner of Highways  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 request for quotation |
| 5 | 5.1 | The *Services* will be suitable for the purpose(s) described in the Statement of Requirements. |
| 6 | 6.1 | The  Director Contracting,  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 and/or Upper Limiting Fee as detailed in the payment schedules. |
| 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 | Refer Special Condition 6.1 |
| 23 | 24.4 | If any suspension lasts longer than 3 months, the Contractor may terminate this *Contract*. |
| 24 | 29.1 | The Contractor’s liability is limited to 5 time the Fee |
| 25 | 30.2 | Public Liability insurance: $20 million |
| 26 | 30.4 | Professional Indemnity insurance: not required |
| 27 | 30.4 | Not Applicable |
| 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. |

\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICATION FORM**

TO THE GENERAL MANAGER:

**THE PROVISION OF PROJECT MANAGEMENT AND CONTRACT MANAGEMENT**

**SERVICES FOR PROJECT DELIVERY**

**(PANEL AGREEMENT)**

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

|  |
| --- |
| Opened on ............./............/..............  By: .................................................................... ...........................................................  (Signature of Authorised Officer) (Printed Name of Authorised Officer)  And: .................................................................... ...........................................................  (Signature of Authorised Officer) (Printed Name of Authorised Officer) |

**SCHEDULE 1**

**FEE SCHEDULE**

RATES AND AMOUNTS SHALL BE EXCLUSIVE OF GST

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

*The Applicant may insert as many lines as are appropriate. Applicants may also provide daily rates and rates for the provision of long term services.*

**SCHEDULE 2**

**DISBURSEMENTS**

ALL ITEMS SHALL BE LISTED AND SHALL BE EXCLUSIVE OF GST

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

**SCHEDULE 3**

**CERTIFICATE OF CURRENCY OF INSURANCE**

*The Applicant is to insert copies of relevant certificates of currency for Public Liability Insurance and Professional Indemnity Insurance*

**SCHEDULE 4**

**COMPANY EXPERIENCE**

*The Applicant is to provide a statement of company experience relevant to this Application and track record of company (including referees).*

**SCHEDULE 5**

**NOMINATED PERSONNEL**

*The Applicant is to provide a 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 services specified in Statement of Requirements (for roads and/or rail and/or buildings and/or marine).*

*The Applicant should indicate whether the personnel are nominated for Project Management Services, Contract Management Services or both.*

**SCHEDULE 6**

# 

# sOUTH AUSTRALIAN INDUSTRY PARTICIPATION POLICY

# declaration of intent TEMPLATE

# *MEASURING Economic Contribution FROM Employment,*

# *investment & SUPPLY INPUTS*

This template is designed for:

* Businesses tendering to gain a position on a panel, and
* Businesses responding to an EOI or early market approach for an opportunity that will likely require the submission of an Employment Contribution Test (ECT) or IPP Plan at a later stage.

Completing this IPP Declaration of Intent is a mandatory requirement when specified in Panel and EOI/Early Approach to Market tender documents. The tender will be classed as non-compliant if this requirement is not met.

Guiding documents including the South Australian Industry Participation Policy, Procedural Guidelines and Frequently Asked Questions are available at <http://dpc.sa.gov.au/office-industry-advocate>.

The Office of the Industry Advocate is available to assist with requests for information on IPP requirements.

Please phone (08) 8226 8956 or email: [DPCOIAIndustryParticipationPlans@dpc.sa.gov.au](mailto:DPCOIAIndustryParticipationPlans@dpc.sa.gov.au).

# business details

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Business Name** |  | | | | |
| **Project Manager** |  | | | | |
| **Telephone** |  | | **Email** |  | |
| **What is your physical presence in South Australia?**  *(you can tick more than one)* | Head Office  ☐ | Branch Office  ☐ | | Warehouse  ☐ | Other  (please specify  ☐ |
| **Location of physical presence** |  |  | |  |  |

|  |  |
| --- | --- |
| **Industry Capability Network (ICN) Gateway**  *You are encouraged to be registered on the Industry Capability Network (ICN) Gateway* [*http://gateway.icn.org.au*](http://gateway.icn.org.au) | |
| **Please indicate your ICN Gateway Company Reference Number** |  |

|  |  |  |
| --- | --- | --- |
| **Panel / EOI Title** |  | |
| **Reference Number (if available)** |  | |
| **Responsible Government Agency** |  | |
| **Tender value ($AUD)**  (This is the total value of your tender, including GST, including all options and for the life of the contract including all possible extensions) |  | |
| **Will this contract deliver mainly to:** | ☐ Metropolitan Adelaide | ☐ Regional South Australia |

# DECLARATION

|  |  |  |  |
| --- | --- | --- | --- |
| Declaration | | | |
| As a duly authorised officer of the Business, I am familiar with the [South Australian Industry Participation Policy](http://www.dpc.sa.gov.au/sites/default/files/pubimages/documents/Office-of-the-Industry-Advocate/Industry_Participation_Policy.pdf), and the Business’s responsibilities under this policy.  If awarded a contract for which this Declaration of Intent has been prepared that falls within the scope of the IPP, the Business will:   * Complete an Employment Contribution Test (ECT) or [Industry Participation Plan](http://www.dpc.sa.gov.au/sites/default/files/pubimages/documents/Office-of-the-Industry-Advocate/Standard_IPP-Template.doc) at RFT stage or at contract negotiation (as indicated by the Responsible Government Agency) and meet the commitments given in the Test/Plan, and * Commit to promoting economic contribution to the State including for employment outcomes and economic growth | | | |
| **Signature:** |  | **Date:** |  |
| **Name (print):** |  | **Position:** |  |