

**INVITATION**

**THE PROVISION OF**

**ESTIMATING AND COST MANAGEMENT SERVICES**

**TO THE DEPARTMENT OF PLANNING, TRANSPORT AND INFRASTRUCTURE**

**(PANEL AGREEMENT No. 16C218)**

|  |  |
| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | Tender enquiries are to be directed to:Civil Estimating:Mr Ashley JaenschTelephone: (08) 8343 2089 E-mail: ashley.jaensch@sa.gov.auOR:Building Cost Management:Mr Graham FordTelephone: (08) 8343 2518E-mail: graham.ford@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.auNote: 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, social and economic infrastructure, including the procurement of new and upgraded building accommodation for Government and its various Agencies. Its responsibilities include the delivery of major road, rail, marine and building projects for the South Australian Government.

DPTI invites suitably qualified companies (**“Applicants”**) to apply for inclusion in a Panel for ‘The Provision of Estimating and Cost Management Services to the Department of Planning, Transport and Infrastructure’. Applications will be evaluated by DPTI and those considered suitable will be invited to sign a formal Panel Agreement. Once established, DPTI may request the panel members to provide quotes for the services to be supplied under this Panel Arrangement.

Applicants may apply to provide either civil estimating services, building cost management services or both.

Notwithstanding that this will be an “open panel” and that DPTI may consider new applications during the term of this panel, potential Applicants must contact either DPTI Contact Officer as specified on the front cover sheet of this document to discuss the likely demand for these services and the suitability of the Applicant prior to the submission of an application.

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

**CONTENTS**

Conditions of Submission including:

Annexure A: Application Details.

Annexure B: Assessment of Submissions.

Schedule of Agreement Documents

Statement of Requirements

Appendices

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**

**APPLICATION RESPONSE REQUIREMENTS**

The Applicant’s submission must:

* respond to all criteria set out in this Annexure;
* follow the numbering format with headings clearly identifiable;
* supply information related only to that requested in the headings;
* not include additional information of a general nature; and
* only include Attachments or Appendices that are part of the applicant’s submission within the applicable Schedule and not located separately.

Any information provided that does not comply with the above will not considered in the evaluation.

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

Application Form

The following Schedules:

1. Schedule of Rates.
2. Schedule of Disbursements.
3. Certificates of Currency of Public Liability Insurance and Certificate of Currency of Professional Indemnity Insurance.
4. Responses to the Building Cost Management Criteria and Civil Estimating Criteria listed and numbered in CS Annexure B.
5. Industry Participation Policy: Declaration of Intent.

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

**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.
* Building Cost Management Criteria (Table 2.1)
* Civil Estimating Criteria (Table 2.2)

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

**BUILDING COST MANAGEMENT CRITERIA (TABLE 2.1)**

|  |  |  |
| --- | --- | --- |
| **Item** | **Selection Criteria** | **Weighting (%)** |
| **2.1.1** | **EXPERIENCE/CAPABILITY/RESOURCES** | **60%** |
| **A** | Provide details of your organisation’s experience in the delivery of full cost management services for a variety of relevant building infrastructure project types for various clients and procured under varied types of contract. These should be split into categories for projects valued up to $22 million, from $22 million to $55 million, and over $55 million (including GST) |  |
| **B** | Demonstrate your understanding of the key cost management deliverables in the procurement of Government building projects over the life of a project, with a focus on the Concept, Design & Documentation, and Construction & Review phases, and your approach to providing thorough, accurate, timely and readily understandable cost advice for various stakeholders |  |
| **C** | Provide an organisational chart of your company, complete with brief CV’s detailing staff roles, relevant skills, qualifications and significant industry experience in the provision of cost management services for Government building projects |  |
| **2.1.2** | **TECHNICAL** | **30%** |
| **A** | Provide details of the software utilised by your organisation and available for use on DPTI projects, including the names and physical location of nominated staff and their level of experience in using such applications. |  |
| **B** | Provide details of the approach used by your organisation to deliver full cost management services, inclusive of any associated tasks such as (but not limited to) life cycle costing (NPV) calculations, cashflow computations, preparation of elemental cost plans, provision of engineering services estimating peer review, etc. Describe how you would ensure that all outputs provided are professional and to an appropriate level of detail. |  |
| **2.1.3** | **VALUE ADDED PROCESSES** | **10%** |
| **A** | Provide examples of adding value during the delivery of full cost management services and related tasks, through the use of innovative solutions, an adaptable approach to meeting client needs, and providing fit for purpose project outcomes. |  |

**CIVIL ESTIMATING CRITERIA (TABLE 2.2)**

|  |  |  |
| --- | --- | --- |
| **Item** | **Selection Criteria** | **Weighting (%)** |
| **2.2.1** | **EXPERIENCE/CAPABILITY/RESOURCES** | **55%** |
| **A** | Provide details of your organisations experience in the preparation of Strategic, Concept, Detailed and/or Tender estimates for Major and Minor Road works, Rail, Marine and Other types relevant to civil infrastructure projects. |  |
| **B** | Describe the approach used by your organisation to prepare estimates including understanding client requirements and project scope along with the subsequent build-up of estimates and assessment of risk. |  |
| **C** | Describe the relevant skills, qualifications and industry experience for each of the nominated staff including their specific involvement in the provision of estimating and related services for civil infrastructure projects. |  |
| **2.2.2** | **TECHNICAL** | **15%** |
| **A** | Provide details of the software utilised by your organisation and available for use on DPTI projects, including the names and physical location of nominated staff and their level of experience in using relevant applications. |  |
| **B** | Provide details of the approach used by your organisation to ensure plant, labour and material rates applied within estimates are an accurate representation of current market rates/contractor and supplier pricing.  |  |
| **2.2.3** | **CUSTOMER SATISFACTION / VALUE FOR MONEY** | **30%** |
| **A** | Describe the approach used by your organisation to ensure the accuracy and timeliness of estimating tasks/engagements. |  |
| **B** | Provide examples of adding value during the preparation of estimates and related tasks through the use of innovative solutions and an adaptable approach to meeting client needs/providing fit for purpose outcomes. |  |
| **C** | Provide contact details of 3 referees who can comment on the performance of your organisation in undertaking estimates and related tasks for transport infrastructure projects including the use of innovative solutions and providing a service which represents value for money. |  |

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 Applicant.

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

**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. Appendices which include:

|  |  |
| --- | --- |
| Appendix 1 | DPTI Estimating Manual, Road and Rail Projects (Civil Projects), found at: <https://www.dpti.sa.gov.au/__data/assets/pdf_file/0003/173532/Estimating_Manual.pdf> |
| Appendix 2 | Standard Estimate Spreadsheet, Levels 3, 4, 5 & 6 by Estimating Consultants – EST 600-2 (Civil Projects) |
| Appendix 3 | Estimating Work Order - EST 600-4 (Civil Projects) |
| Appendix 4 | Schedule 1: Services General (Building Projects) |
| Appendix 5 | Schedule 2: Services Project Specific (Building Projects) |
| Appendix 6 | Schedule 3: Project Details (Building Projects) |
| Appendix 7 | Schedule 6: Cost Manager Deliverables (Building Projects) |

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

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

**STATEMENT OF REQUIREMENTS**

**PART A GENERAL**

**CONTENTS**

1. Introduction
2. Scope of Services
3. Location of Service Provision
4. Rise and Fall
5. Disbursements
6. Performance Evaluation
7. Contractor’s Contact Persons
8. Intellectual Property
9. **INTRODUCTION**

The Department of Planning, Transport and Infrastructure (DPTI) requires the services of suitably experienced civil and building estimating consultants to provide a complete range of project cost estimation, risk management, scheduling and full cost management services to enable the accurate, timely and effective development of project costs for a wide range of projects at varying stages of development.

Estimates are an important tool in project decision making and as such it is imperative that high quality, accurate estimates be developed to avoid adverse implications for the Government’s budget and planning processes.

1. **SCOPE OF SERVICES**

Specific requirements for each work assignment will vary depending on the nature of work and/or project.

Specific details can be found in the following parts:

* Part B – Building Cost Management Specific Requirements
* Part C – Civil Infrastructure Estimating Specific Requirements
1. **LOCATION OF SERVICE PROVISION**

The Services shall generally be undertaken at the Contractor’s premises; however certain projects may require the Services to be carried out at one of the Principal’s metropolitan locations.

Site visits to anywhere within South Australia may be required in undertaking the Services requested as part of this Agreement. Travel to these site visits will be paid in accordance with Clause 5 Disbursements.

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 on an annual basis 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 the following items which are to be deemed to be allowed for within the hourly Schedule of Rates supplied during the application process:

1. Travel within the Adelaide metropolitan area, being within 50km of the GPO;
2. Printing / photocopying / office supplies;
3. Telephones and related charges;
4. Couriers;
5. Office administration costs; and
6. Insurances

Payment for return air travel and/or overnight accommodation will be reimbursed at no more than cost plus 10%, subject to the following:

1. Airline travel shall be restricted to economy class;
2. Accommodation charges and associated incidentals shall be determined in accordance with the SA [Commissioner’s Determination 3.2](http://publicsector.sa.gov.au/wp-content/uploads/20131222-Determination-3.2-Employment-Conditions-Remuneration-Allowances-and-Reimbursements.pdf);
3. All request for reimbursement shall be accompanied by supporting evidence (such as invoices from suppliers); and
4. Costs will only be reimbursed where the Principal’s Representative has granted approval to incur these costs prior to the expenditure being incurred.
5. **PERFORMANCE EVALUATION**

The Principal’s Representative will undertake regular performance evaluations of the work completed by each of the Panel members. These evaluations will assess time, cost and quality factors associated with the Services provided. The result of these evaluations will be used to assist the Principal’s Representative in determining the allocation of future work under the Panel Agreement.

1. **CONTRACTOR’S CONTACT PERSONS**

The Contractor must nominate one single point of contact for the duration of the Panel Arrangement. If the Contractor’s contact person changes, the Contractor must notify the Principal within 7 business days of the change occurring.

1. **INTELLECTUAL PROPERTY**

All work completed for and paid for by DPTI becomes the intellectual property of the Principal. Where this includes the preparation of estimates, programs or the like using proprietary software etc. when requested Contractors are obliged to provide this information at no further cost to DPTI.

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

**STATEMENT OF REQUIREMENTS**

**PART B**

**BUILDING COST MANAGEMENT**

**Contents**

1. Scope of Services
2. Contractor Engagement
3. Example Project Types
4. Cost Management Methodology
5. Invoicing Requirements
6. **SCOPE OF SERVICES**

When directed by the Principal’s Representative through the issuance of a formal Contract or the like, the Contractor shall assist the Principal with the preparation of all or part of the total project full cost management services at any phase in the project life cycle.

Tasks may include, but are not limited to:

1. Generally, Deliverables as noted in Appendix 4 Schedule 1 Cost Manager, Services General and Appendix 7 Schedule 6 Cost Manager, Deliverables;
2. Specifically, full cost management services, including preparation of regular milestone estimates from project inception (PIP Concept phase) through to construction tender, preparation of project cashflows, detailed elemental cost analyses, assistance in tender evaluation, preparation of tender reconciliations, negation and assessment of construction variation claims, preparation of recommendations for construction progress payments, regular financial status reporting for Project Control Group meetings, finalisation of contractor accounts etc.;
3. NPV analysis for life cycle costing activities;
4. Site visits as necessary for the above activities;
5. Preparation of Bills of Quantities; and
6. Other activities as requested
7. **CONTRACTOR ENGAGEMENT**

If and when the Principal requires the Contractor to provide Services, the Principal’s Representative will typically issue a Purchase Order which will contain the following information:

1. Contract number;
2. Project name;
3. Client Agency;
4. Accepted Contract Sum split into Parts 1, 2 and 3;
5. Specific project details (as detailed in Appendix 5 Schedule 2 Cost Manager, Services Project Specific and Appendix 6 Schedule 3 Cost Manager, Project Details); and
6. Other relevant details
7. **EXAMPLE PROJECT TYPES**

Examples of project types for which cost management Services will be required are:

1. Capital construction works associated with South Australian Government buildings for Client Agencies including, but not limited to:
2. SA Health.
3. Department of Correctional Services.
4. Department for Education and Child Development.
5. SAPOL.
6. SAFECOM.
7. Department for Planning, Transport & Infrastructure.
8. DEWNR.
9. PIRSA.
10. Arts SA.
11. Public Utilities.
12. South Australian Airports.
13. Various Government Commissions.
14. Typical construction (either solely these, or a combination of these types)
15. New buildings.
16. Refurbishment of existing building stock.
17. Internal fit out of existing Government owned or leased premises.
18. Any external site works associated with the above.
19. Any external site services infrastructure associated with the above.
20. Rural.
21. Partial services
22. Peer review of estimates.
23. NPV and life cycle costing analyses.
24. **COST MANAGEMENT METHODOLOGY**

The Australian Cost Management Manual, published by the Australian Institute of Quantity Surveyors (AIQS) and endorsed by the Australian Procurement and Construction Council (APCC) details the methodology for cost management practices in the building construction Industry.

Estimates will be produced on the basis of available information. For instance, at the formative stages of a project, they may need to be produced on $ per m2 rates, or rates per unit (such as numbers of beds, pupils, prisoners, etc). The level of detail will increase commensurate with the available information for measurement and pricing, leading to fully detailed elemental estimates and cost plans by the time of tender.

The Australian Standard Method of Measurement (ASMM) Sixth Edition will form the basis for producing Bills of Quantities (if required) under the Deliverables specified on a particular project.

There will be no general requirement (unless expressly stated otherwise on a project), for Cost Managers to provide P50 and P90 values in relation to estimated project costs.

Cost Managers are free to use whatever estimating software they are familiar with, and with which they have a level of confidence that the end product will provide an accurate and reliable project cost.

Cost estimation, cost planning and construction phase reporting must incorporate all relevant project cost centres, including but not limited to, construction costs, main contractor preliminaries, project contingency allowances, commissioning/furniture & equipment costs, professional and DPTI fees and project costs, cost escalation, locality loading for regional sites, costs for services infrastructure bodies (SAPN, SA Water, telecommunications, etc).

Panel members must work jointly with the Principal’s staff, including Project Managers, Building Budget Managers, Lead and secondary professional service contractor (PSC)members, etc as well as Client Agency representatives, as necessary to ensure all relevant data is captured to incorporate into the estimates and financial reporting Deliverables.

1. **INVOICING REQUIREMENTS**

Contract Price – Fees and Disbursements

The fixed or indicative fee component of the contract price must include GST and must include Consultant time (including hours spent in country, interstate and international travel) and all general administration costs including telephone calls, facsimiles, courier services, photocopying, printing and travel costs in the metropolitan area (within 32kms of the Adelaide GPO). No additional fee payment will be made for these items.

The fixed or indicative disbursement component of the contract price must include GST and may include country, interstate and international travel and accommodation costs, reports, printing and other costs as agreed. Payment of disbursements will be made as the expenditure is incurred and for actual amounts (substantiated by appropriate invoices).

If after execution of the Contract there is a requirement for the Consultant to undertake additional work, the Consultant must if required submit a revised fee on the basis of the contract price. Revised fees which are not consistent with the contract price or with Department of Planning, Transport and Infrastructure (DPTI) market data on fees and disbursements for similar projects may be rejected.

Payment

Panel contractors must provide invoicing generally on a monthly basis, and generally at the end of each month, for payment processing.

Invoices must be submitted broken into all relevant DPTI Parts (1, 2 and 3) as appropriate, and must also include the DPTI “Project Fee Status – Check Sheet” with every invoice claim for payment.

As a minimum, invoices must include:

1. Contract number
2. Project name
3. Contractor ABN number
4. Contractor address and contact details
5. Name of DPTI Principal’s Representative
6. Contractor’s invoice number
7. Date of invoice
8. Date for period ending
9. Total agreed fee split into Parts
10. Invoice totals split into Parts
11. Previous payment applicable to each Part
12. Percentage (or $ value) claimed against each Part for the latest payment
13. Amount claimed against each part for the latest payment

The Principal’s Representative reserves the right to request further details of hours and fees, etc. to date for specific points at any time during an engagement.

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

**STATEMENT OF REQUIREMENTS**

**PART C**

**CIVIL INFRASTRUCTURE ESTIMATING**

**Contents**

1. Scope of Services
2. Contractor Engagement
3. Example Project Types
4. Cost Management Methodology
5. Invoicing Requirements
6. **SCOPE OF SERVICES**

When directed by the Principal’s Representative through the issuance of an Estimating Work Order or the like, the Contractor shall assist the Principal with the preparation of all or part of the total project cost estimates at any phase in a project’s life cycle.

Tasks may include, but are not limited to:

1. Preparation of first principles and/or unit rate based estimates (or a combination of both methods) and associated reports for projects at strategic, concept, detailed and tender phases incorporating quantity take-offs, cost estimates, risk assessments (inclusive of developing risk registers, facilitating risk workshops, assessment of risk items, calculation of risk values using Monte Carlo simulation software and the like), project schedules, construction methodology and staging, cash flows and the like for any of the project types listed in Clause 3 “Example Project Types”;
2. Provision of broad cost advice relating to proposed project options and alternatives;
3. Assessment of alternative construction or contract delivery methods (e.g. Construct Only, Design and Construct, Alliancing etc.) and their impact on cost;
4. Assisting with the evaluation of tenders, including the validation of claims/variations;
5. Assessment of whole of life operational costs (OPEX); and
6. Asset valuation of existing infrastructure.
7. **CONTRACTOR ENGAGEMENT**

The Principal’s Representative will provide direction to the Contractor regarding the amount and scope of work to be undertaken. The workload is expected to be uneven, and work may be required to be undertaken at short notice. The Principal does not guarantee the provision of work or the quantity and value of work allocated to any panel contractor.

If and when the Principal requires the Contractor to provide services, the Principal’s Representative will typically issue a Work Order, which will include the following information:

1. Estimate number;
2. Project name;
3. Client details;
4. Relevant project invoicing details (project/task number);
5. Requested completion date for the work;
6. Specific job details (this may include drawings, project overview and objectives, extent and scope of project, estimate exclusions, known risks and constraints, key project dates, anticipated delivery method etc); and
7. Other relevant details.

For each engagement the Contractor is required to confirm their ability to complete works within the requested timeframe, the deliverables resulting from the engagement and their anticipated fee prior to the commencement of works.

1. **EXAMPLE PROJECT TYPES**

Examples of project types for which estimating services will be required are:

1. Major Roadworks:
2. Expressways/Freeways/Motorways.
3. Grade Separated Interchanges.
4. Underpasses, Tunnels and Bridges.
5. Major Intersection/Junction upgrades.
6. Minor Roadworks:
7. Minor Intersection/Junction upgrades.
8. Median Modifications.
9. Road Widening.
10. Rail:
11. Heavy Rail.
12. Light Rail.
13. Electrification works.
14. AC and DC Traction Overhead and Traction Power.
15. Signalling.
16. Station and stabling works (Civil, Building, Electrical).
17. Communications and Telemetry systems (CCTV, Passenger Information, SCADA).
18. Marine:
19. Jetties.
20. Boat Ramps.
21. Other project types, including but not limited to:
22. Asset Valuation.
23. Utility Service Relocations (may include verification of service authority pricing).
24. ITS Projects.
25. Rural Airstrips.
26. Non-Infrastructure Projects.
27. **ESTIMATING METHODOLOGY**

The DPTI Estimating Manual describes the Principal’s estimating methodology along with the processes and procedures that are to be followed by members of the Estimating Panel when preparing estimates under this agreement. Contractors shall complete all estimates in accordance with the current version of Appendix 1 ‘DPTI Estimating Manual’ and present them using the current version of Appendix 2 ‘Standard Estimate Spreadsheet’.

Panel members shall use first principles estimating methods to an increasing degree as the level of project detail develops and as defined within Section 2 of the DPTI Estimating Manual. The majority of estimates completed by members of the Panel will also require the use of risk analysis software and the Contractor shall therefore be proficient in the development, assessment and reporting of inherent and contingent risks to provide P50 and P90 values in relation to estimated project costs. It is anticipated that Federal and subsequently State estimating requirements will vary throughout the course of this contract and as such Panel contractors may be required to review their approach/methodology to ensure ongoing compliance with these requirements.

During the process of preparing an estimate, the Contractor’s staff shall work jointly with the Principal’s staff, including Contract Managers, Project Managers, Planners, Designers and Consultants. This will require members of the panel to develop an understanding of DPTI’s management processes and philosophies relating to Project Management, Project Delivery and Estimating.

1. **INVOICING REQUIREMENTS**

Panel contractors are to provide invoicing on no less than a monthly basis.

At a minimum, the Contractor’s invoice shall include:

1. Contract number;
2. Current DPTI Purchase Order number;
3. DPTI ABN number;
4. DPTI address;
5. DPTI estimate number & project name;
6. Name of DPTI Principal’s Representative;
7. Contractor’s invoice number;
8. Date of invoice;
9. Dates for period of invoice; and
10. Invoice totals (both GST exclusive and inclusive).

and timesheets detailing:

1. Estimate number;
2. Project name;
3. Date work was undertaken (on a daily basis);
4. Name of staff member;
5. Rate per hour for staff member;
6. Number of hours worked, tallied.

The Principals Representative reserves the right to request details of hours and fees to date for specific points at any point during an engagement.

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

**ANNEXURE TO THE PANEL AGREEMENT**

| Term of Agreement | Expiry Date: 18 April 2020, 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 Itemin 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 Infrastructureof 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 Agreement 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 | TheDirector Procurement and Contracting, Department of Planning, Transport and Infrastructureof77 Grenfell StreetADELAIDE 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 Fee Schedule as detailed in the payment schedules. |
| 9 | 10.2 | The payment of disbursements and expenses shall be made in accordance with the Fee Schedule and 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 | 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 2 years 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. |

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

**APPLICATION FORM**

**TO THE GENERAL MANAGER:**

**THE PROVISION OF ESTIMATING AND COST MANAGEMENT SERVICES TO THE DEPARTMENT OF PLANNING, TRANSPORT AND INFRASTRUCTURE**

**(PANEL AGREEMENT No.16C218)**

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

Company Name...................................................................................................................................................

(BLOCK LETTERS)

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

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

Telephone No. ............................................................... Mobile No. ..................................................................

Email Address......................................................................................................................................................

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

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

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

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

**SCHEDULE 1**

**SCHEDULE OF RATES**

RATES AND AMOUNTS SHALL BE EXCLUSIVE OF GST

CIVIL ESTIMATING:

|  |  |  |  |
| --- | --- | --- | --- |
| **Nominated Persons\*** | **Title / Position** | **Discipline(s)** | **Hourly Rate****($/hr)** |
| **Road** | **Rail** | **Marine** | **Other (Specify)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

BUILDING COST MANAGEMENT:

|  |  |  |  |
| --- | --- | --- | --- |
| **Nominated Persons\*** | **Title / Position** | **Discipline(s)** | **Hourly Rate****($/hr)** |
| **Health** | **Education** | **Corrections (Prisons)** | **Other (Specify)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

*\*The Applicant may insert lines within the relevant table(s) as necessary.*

**SCHEDULE 2**

**SCHEDULE OF DISBURSEMENTS**

ALL ITEMS SHALL BE LISTED AND SHALL BE EXCLUSIVE OF GST

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM****NO.** | **DESCRIPTION** | **UNIT OF MEASUREMENT** | **RATE****($)** |
| 1. | Vehicular travel for site inspections outside of metropolitan area (all inclusive). | kilometre |  |

**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**

**RESPONSES TO THE BUILDING COST MANAGEMENT CRITERIA AND CIVIL ESTIMATING**

**CRITERIA LISTED AND NUMBERED IN CS ANNEXURE B.**

Applicants are required to respond only to criteria relevant to the categories for which they wish to apply for, e.g. Civil Estimating, Building Cost Management or both.

Applicants must limit the length of their submission for this schedule to 25 pages (this can be increased to 40 pages where applications are made to provide both Civil Estimating and Building Cost Management services), excluding CVs which must be limited to 2 pages per individual staff member. Material that exceeds the specified limits may not be considered at evaluation.

**SCHEDULE 5**

#

# 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.

# 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) | Not Applicable |
| **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:** |  |