



## REQUEST FOR TENDER

Request for Tender	PROVISION OF PROFESSIONAL SERVICES:  Architectural Services – Canning War Memorial
Deadline:	<b>2.00pm</b> <b>Tuesday, 10 December 2013</b>
Address for Delivery:	City of Canning Administration Building Cnr George St West & Albany Highway, Cannington  Note: Tenders are to be placed in Tender Box. <b>ELECTRONIC MAIL AND FACSIMILE TENDERS WILL NOT BE ACCEPTED</b>
RFT Number:	Tender 23/2013

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# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal will appoint a lead consultant to develop the approved concept design and supervise the site development which will house the new Canning War Memorial. The lead consultant is to ensure that all necessary expertise is engaged for the completion of the project.

In addition, the consultancy team will include a recognised art consultant to manage a sculpture competition which will see a new sculpture commissioned for the Centenary of the Landing at Gallipoli on 25 April 2015.

The proposed Canning War Memorial will be located at the rear of the City's Civic and Administration Building in Cannington. A key component of the project will be the design of a stage spanning an existing lake and it is anticipated that the end product will cater for Anzac Day services, community events and assist in activating the area.

A full statement of the Professional Services required under the proposed contract appears in the Specification.

## 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 - Conditions of Tendering (read and keep this part);
- (c) Part 3- Specifications (complete and return this part);
- (d) Part 4 – General Conditions of Contract for engagement of Consultant (read and keep this part);
- (e) Part 5 – Special Conditions of Contract (read and keep this part); and
- (f) Part 6 - Tenderers Offer (complete and return this part).
- (g) Schedule A – Concept Plan (refer to Section 3 Specifications)

## 1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Contractor:	The person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract for Engagement of Consultant:	The General Conditions of Contract for engagement of Consultant nominated in Part 5;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	City of Canning
Request or RFT or Request for Tender:	This document;

PART 1 READ AND KEEP THIS PART

- Requirements: The Professional Services requested by the Principal;
- Selection Criteria: The criteria used by the Principal in evaluating your Tender;
- Special Conditions: The additional contractual terms;
- Specification: The statement of Requirements that the Principal requests you to provide if selected;
- Tender: Completed Offer form, response to the Selection Criteria and Attachments;
- Tenderer: Someone who has or intends to submit an Offer to the Principal.

**1.4 HOW TO PREPARE YOUR TENDER**

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete and return the Offer (Part 6) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

**1.5 CONTACT PERSONS**

Tenderers should not rely on any information provided by any person other than the person listed below:

Contractual Enquiries		RFT Technical Enquiries	
Name:	Prameshan Naidoo	Name:	Paul Merlo
Organisation	City of Canning	Organisation	City of Canning
Position:	Procurement and Contracts Coordinator	Position:	Senior Manager Strategic Projects Telephone: 92310604
Email	<a href="mailto:pnaidoo@canning.wa.gov.au">pnaidoo@canning.wa.gov.au</a>	Email	<a href="mailto:pmerlo@canning.wa.gov.au">pmerlo@canning.wa.gov.au</a>

**1.6 PRE QUALIFICATION REQUIREMENTS**

Not applicable

**1.7 TENDER BRIEFING/SITE INSPECTION**

Attendance at this meeting is mandatory.

Tenderers are required to attend a tender briefing/site inspection on Thursday, 28 November, 2013 at 11am.

The location of the meeting is Foyer, City of Canning Offices, 1317 Albany Highway, Cannington.

The briefing/site inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

## PART 1 READ AND KEEP THIS PART

Please confirm with the contact person Paul Merlo your attendance at this meeting no later than Tuesday, 26 November.

Failure to attend this briefing/site inspection will render the Tenderer ineligible to Tender.

### **1.8 EVALUATION PROCESS**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole of life costs are considered.
- (c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

### **1.9 SELECTION CRITERIA**

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money

#### **1.9.1 COMPLIANCE CRITERIA**

These criteria are detailed within Part 6 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

#### **1.9.2 QUALITATIVE CRITERIA**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 6 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

NOTE: It is essential that Tenderers address each qualitative criterion.

Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

PART 1 READ AND KEEP THIS PART

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

**1.9.3 PRICE CONSIDERATIONS**

Weighed Cost Criteria

CRITERIA	WEIGHTING %
Tendered Price	50%
Relevant Experience, expertise and project team	20%
History and viability of organization	5%
Methodology	20%
Quality Assurance	5%

Note: It is essential that Tenderers address each qualitative criterion.

Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

Non Weighted Cost Criteria

Not applicable

**1.10 PRICE BASIS**

FIXED PRICES

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

**1.11 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION**

Not applicable.

## 2 CONDITIONS OF TENDERING

### 2.1 DEPOSITS FOR REQUESTS

Not applicable

### 2.2 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is Tuesday, 10 December at 2.00pm.

The Tender is to be:

- (a) placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) delivered by hand and placed in the Tender Box at City of Canning, Administration Building, Cnr George St West and Albany Highway, Cannington (by the Tenderer or the Tenderer's private agent).

Electronic mail Tenders and Tenders submitted by facsimile **will not** be accepted.

Tenderers must ensure that they have provided **three (3)** signed copies of their Tender (one to be marked "ORIGINAL" and bound, the other(s) to be marked "COPY". Any brochures or pamphlets must be attached to both the original and the copies.

All copies must be bound, and the original must be unbound and clipped (not stapled). All pages must be numbered consecutively and the Tender must include an index.

### 2.3 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) it may be rejected if it fails to comply with any other requirements of the Request.

### 2.4 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
  - (b) in a place other than that stipulated in this Request;
- will not be accepted for evaluation.

### 2.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### 2.6 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

## **2.7 GENERAL CONDITIONS OF CONTRACT FOR ENGAGEMENT OF CONSULTANT**

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services in Part 5.

## **2.8 TENDER VALIDITY PERIOD**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## **2.9 PRECEDENCE OF DOCUMENTS**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

## **2.10 REGISTRATION OR LICENSING OF CONTRACTORS**

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form in the space provided, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

## **2.11 ALTERNATIVE TENDERS**

All Alternative Tenders MUST be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

## **2.12 TENDERERS TO INFORM THEMSELVES**

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

## **2.13 ALTERATIONS**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.



The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

## **2.14 RISK ASSESSMENT**

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
  - (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;
- so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

## **2.15 OWNERSHIP OF TENDERS**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## **2.16 CANVASSING OF OFFICIALS**

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

## **2.17 IDENTITY OF THE TENDERER**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 6 and whose execution appears on the Offer Form in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

## **2.18 COSTS OF TENDERING**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

## **2.19 TENDER OPENING**

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on Tuesday, 10 December at 2.05pm the City of Canning Administration Building.

## **2.20 IN-HOUSE TENDERS**

The Principal does not intend to submit an in-house Tender.

### 3 SPECIFICATION

#### Background

The City of Canning's current War Memorial on the corner of Manning Road and Canning Highway can no longer meet the requirements of Anzac Day services in the district. The City commissioned a study of a range of suitable sites in the City Centre.

The site chosen to best meet the City's requirements is the Civic Centre Park which adjoins the City of Canning's Administrative Centre.

A concept plan was developed to:

Accommodate up to 3,000 people for memorial, celebratory or concert events with good sightlines to a memorial platform

1. A series of paths to facilitate ambulant and disabled access to the stage area
2. Adjustment to the adjacent car park
3. Development of a memorial wreath-laying terrace at the west of the grassed area.
4. Development of the landscape to seamlessly incorporate the infrastructure
5. Foreshadowed the need for a sculpture to commemorate the Centenary of the Anzac Landing. The City of Canning has endorsed a competition to commission the sculpture.

#### Specification

The City of Canning's Council Meeting of 19 November 2013 resolved to "progress plans for a proposed new war memorial to be constructed in the Civic Park at the rear of the City of Canning Civic and Administration Building."

The City of Canning seeks consultant services to further develop the endorsed concept plan, prepare contract documentation and undertake contract administration of the proposed works. Tendering will be undertaken by the City, however the Consultant will be required to assist the City with this. In addition, the Consultant will be required to engage with City and other stakeholders (including the RSL) throughout the project. The works must be completed well before 25 April 2015 and will be used for the Anzac Services for the Centenary of the Anzac Landing on that date.

The works include:

Provide all consultant services for the construction and completion of the project

- a. Consultant services should include, but not be limited to:
  - i. Structural (and geotechnical if required)
  - ii. Civil
  - iii. Electrical
  - iv. Hydraulic
  - v. Art Consultancy for the Sculpture Competition
  - vi. Landscape
2. Design of the memorial platform and membrane
3. New accessible pathways
4. Adjustments to parking area
5. Lighting and public address system
6. Soft landscape to integrate with the existing established landscape

**Notes:**

The existing War Memorial will remain as is and will not be re-located.

Memorialisation on the current site will commemorate all conflicts, not just World War I and World War II.

The City has extensive surface and topographic survey data for the site and will provide this to the Consultant at commencement of the project.

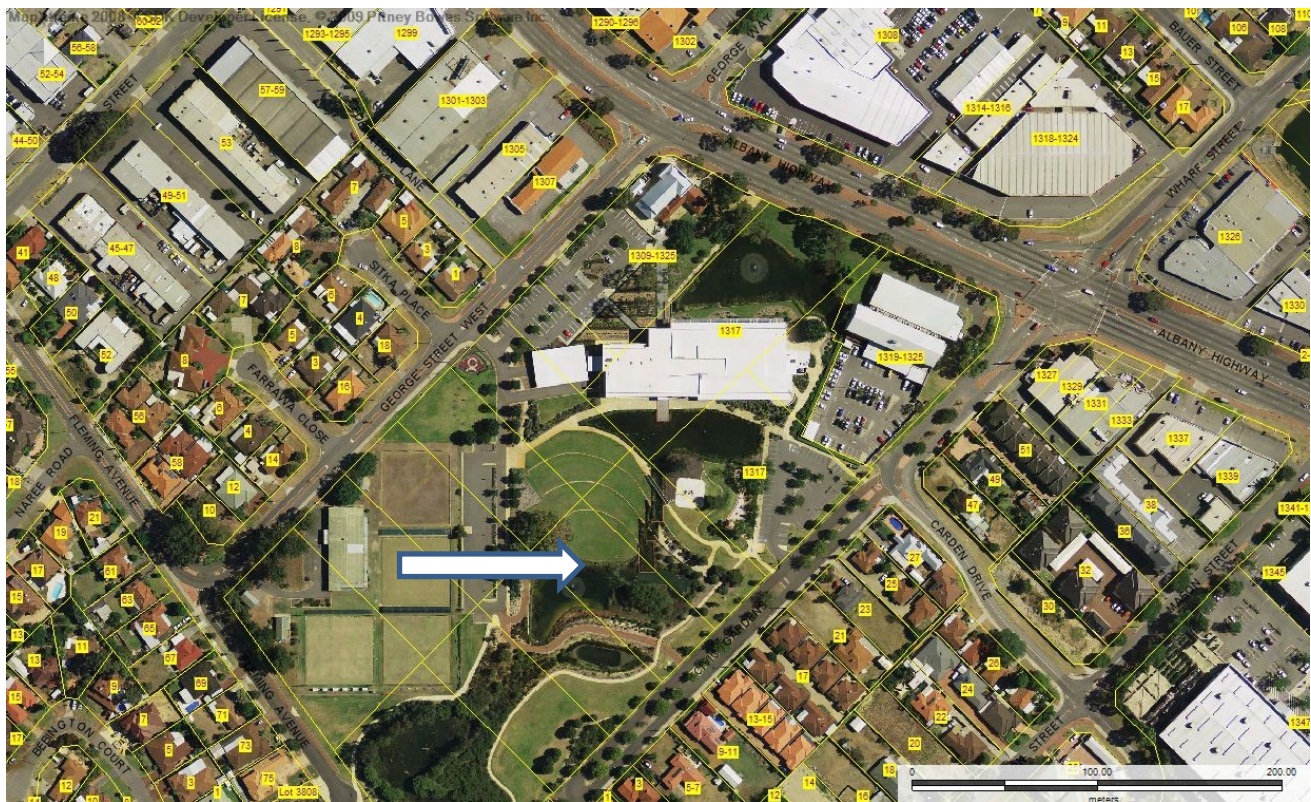
The Sculpture Competition will be organised by a recognised Art Consultant and that the Consultant will manage this process. The sculpture will need to be completed and installed before 25 April 2015. The City requires a sculpture to commemorate the Anzac spirit, but does not necessarily need to relate to the Gallipoli conflict. The Consultant will be required to design the brief for the competition with close consultation with the City and other Stakeholders. All developed designs must be ratified by the stakeholders and Council.

It is anticipated that there will be a small selection of shortlisted artists who will be awarded an honorarium. Final selection will be based on detailed drawings and a Marquette.

The budget for the Sculpture component is \$100,000.00.

The project budget (including sculpture) is \$2.4m.

**Proposed site**



**Proposed Timeline**

December 2013 CEO appoint project working group

December 2013 Appoint Architect

CHRISTMAS BREAK

January 2014 Prepare Brief for Sculpture Competition

January 2014 CEO appoint judging panel

April 2014 Select winner of sculpture competition

May 2014 Complete project design

June 2014 Prepare Tender

August 2014 Appoint Builder

September 2014 Commission artwork/sculpture

CHRISTMAS BREAK

March 2015 Complete construction

April 2015 Commission war memorial



Schedule A – Concept Plan



War Memorial - Birds Eye View



War Memorial

## **4 GENERAL CONDITIONS OF CONTRACT FOR THE ENGAGEMENT OF CONSULTANTS**

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## PART 4 READ AND KEEP THIS PART

### 4.1. CONSTRUCTION OF THE CONTRACT

This Contract shall be governed by and construed according to the laws of the State of Western Australia and the parties hereby to submit to the exclusive jurisdiction of the courts of that State.

### 4.2. Definitions and Interpretation

#### 4.2.1 In the Contract except where the context otherwise requires:

- (a) '**Brief**' means the document providing the written summary or outline of the Services required by the Principal.
- (b) '**Consultant**' means the person or body whose Proposal is accepted by the Principal and includes its successors and permitted assigns.
- (c) '**Contract**' means the agreement between the Principal and the Consultant for the provision of the Services.
- (d) '**Letter of Engagement**' means the letter from the Principal to the Consultant whereby the Consultant is engaged to provide the Services.
- (e) 'Principal' means the City of Canning.
- (f) 'Principal's Representative' means the officer nominated by and representing the Principal for the purposes of the Contract.
- (g) 'Proposal' means the submission or tender received from the Consultant in response to the Principal's request.
- (h) 'Services' means the services, which the Consultant is required to provide to the Principal under the Contract.

- #### 4.2.2
- (a) Words importing the singular include the plural and vice versa and words importing a gender include every gender.
  - (b) Clause headings are for convenient reference only and shall not be used in the interpretation of the Contract.
  - (c) Monetary references are references to Australian currency.
  - (d) Reference to an Act by name includes the rules, regulations and local laws for the time being in force thereunder for the period of the Contract.
  - (e) Where two or more persons or bodies comprise the Consultant they shall be bound hereby jointly and severally.

### 4.3. GENERAL OBLIGATIONS

The Consultant shall perform and carry out the Services at all times in a conscientious expeditious and workmanlike fashion. Where the Consultant is required to provide or utilise equipment such equipment shall be suitable for the Services and shall be maintained by the Consultant in good and proper working condition.

## PART 4 READ AND KEEP THIS PART

### 4.4 EMPLOYEES

4.4.1 The Consultant warrants that its employees and agents are competent and have all necessary skill training and qualifications to carry out the Services in accordance with this Contract.

4.4.2 The Principal may at any time by notice in writing to the Consultant require that the Consultant should cease to permit a particular person or persons employed by the Consultant to be engaged in carrying out the Services or any part thereof and the Consultant shall forthwith cease to employ any such person or persons in or about the performance of the Services and shall replace any such person or persons with such alternative person or persons as shall be suitably qualified and skilled to perform the Services and as shall be acceptable to the Principal.

### 4.5. TIME FOR COMPLETION

The Consultant shall complete the Services within the period or by the date stated in the Contract. The Consultant may apply in writing with fourteen days after the occurrence of any event not attributable to the act, neglect or default of the Consultant or its servants or agents for an extension of time, stating the reasons and on receipt thereof the Principal shall determine whether an extension of time shall be granted and shall advise the Consultant accordingly.

### 4.6. TERMINATION

Notwithstanding anything herein contained to the contrary the Principal may determine the engagement of the Consultant at any time and without prior notice upon the happening of any one or more of the following events, namely:

(a) If the Consultant enters into a Deed of Arrangement or an order is made for it to be wound up;

(b) If a Receiver or Receiver/Manager is appointed for the Consultant;

(c) If the Consultant enters into voluntary administration;

(d) If the Consultant being a natural person, or if the Consultant being a partnership a partner therein becomes bankrupt or a party, as a debtor, to a Deed of Assignment, a Deed of Agreement or a Composition under Part X of the Bankruptcy Act 1966 (Commonwealth);

(e) If the Consultant or any of its employees or agents is guilty of any dishonesty, misconduct or neglect of duty or commits a breach of any of the terms or conditions of the Contract or refuses to comply with any reasonable instructions or directions given by the Principal's Representative.

### 4.7. ASSIGNMENT

The Contract shall not be assigned, transferred, sublet, subcontracted, mortgaged, charged, encumbered or dealt with in any way by either party without the prior written consent of the other party.

### 4.8. PAYMENTS

4.8.1 The Principal shall pay to the Consultant the Consultancy Fee specified in the Letter of Engagement at the time or times and in the manner set out in the Letter of Engagement.

4.8.2 Unless otherwise stated in the Contract the Consultant shall be entitled at intervals of not less than four weeks to receive payment less any authorised deductions for the value of work performed under the Contract as certified by the Principal's Representative.



PART 4 READ AND KEEP THIS PART

4.9. EXPENSES

Unless otherwise provided for in the Contract the Principal shall not be liable to reimburse the Consultant for the amount of any expenses incurred by the Consultant in and about the performance of the Services, including without limitation travel expenses accommodation and subsistence expenses. All such expenses of the Consultant shall be deemed to be included in the amount of the Consultancy Fee specified in the Letter of Engagement.

4.10. GOODS AND SERVICES TAX

4.10.1 For the purposes of this clause:

(a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

(b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.

(c) "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

4.10.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:

(a) The Consultancy Fee shall be inclusive of all applicable GST at the rate in force for the time being.

(b) The obligation of the Principal to pay the Consultancy Fee, or any instalment thereof, and the right of the Consultant to recover the Consultancy Fee, or any instalment thereof, shall be subject to and conditional upon the prior issue by the Consultant and the prior receipt by the Principal of a tax invoice in respect of the Consultancy Fee, or the relevant instalment thereof, which complies in all respects with the GST Act.

(c) This provision applies notwithstanding any other provision of these conditions or any legislation or rule of law to the contrary, but does not apply if the Consultant is not registered for GST, and is not required to be so registered, under the GST Act.

4.10.3 The Consultant shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under these conditions and the Letter of Engagement.

4.11. INDEMNITY

4.11.1 The Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal or employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the sale or delivery of the Goods or the supply or provision of the Services by the Contractor or its employees, agents or subcontractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

4.11.2 Notwithstanding the preceding paragraph, the Contractor shall not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the

## PART 4 READ AND KEEP THIS PART

Principal, or the employees, professional consultants or agents of the Principal nor for any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

### 4.12. INSURANCE

Refer to Special Conditions of Contract

### 4.13. OWNERSHIP

All works items materials or information whatever nature produced or developed by the Consultant or under the direction of the Consultant pursuant to or in the course of providing the Services shall be and become the sole and complete property of the Principal whether such property is tangible or is in the nature of industrial or intellectual property rights (including copyright and rights of confidential information). The Consultant shall not use any such works, items, materials or information otherwise than for the purpose of performing the Services hereunder without the prior written consent or license of the Principal first had and obtained.

### 4.14. ADDITIONAL WORK

If at the written request of the Principal the Consultant performs work additional to the Services, the Principal shall pay the Consultant in respect of such additional work at the rate provided for in the Letter of Engagement or if no such rate is specified then at the rate agreed between the Principal and the Consultant.

### 4.15. COMPLIANCE WITH LEGISLATION etc

4.15.1 For as long as the Consultant shall continue to perform the Services hereunder the Consultant shall at all times at its own cost and expense observe, perform and comply with all Acts of both Federal and State Parliaments and all regulations, local laws, ordinances or orders made thereunder and the lawful requirements of any public municipal or other authority so far as the same may affect or apply to the Consultant or the Services and the Consultant shall indemnify and keep indemnified the Principal from and against all actions, suits, costs, charges, claims and demands in respect thereof.

4.15.2 With respect to all work done in Western Australia under the Contract, the Consultant shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done in the performance of the Services.

### 4.16. RELATIONSHIP

Nothing herein contained or implied shall constitute the relationship of partnership or employment or agency between the Consultant and the Principal and it is the express intention of the parties hereto that any such relationships are denied.

### 4.17. WAIVER

4.17.1 No right of the Principal hereunder shall be deemed to be waived unless such waiver is in writing signed by the Principal.

4.17.2 A waiver by a party hereto shall not prejudice the rights of that party in respect of any subsequent breach of these conditions by the other party.

## PART 4 READ AND KEEP THIS PART

4.17.3 Any failure by a party to enforce any provision of the Contract or any forbearance delay or indulgence granted by a party to the other shall not be construed as a waiver of the first mentioned party's rights under these conditions.

### 4.18. ENTIRE AGREEMENT

The Contract including the Letter of Engagement constitutes the entire agreement between the parties for the provisions of the Services by the Consultant. Any prior arrangements, agreements, representations or undertakings are superseded and any modification or alteration of any provision of the Contract will not be valid unless made in writing and signed by the parties hereto.

### 4.19. ENFORCEABILITY

If any provision of the Contract should be held invalid, unenforceable or illegal for any reason the Contract shall remain otherwise in full force apart from such provision, which shall be deemed, deleted.

### 4.20. NOTICES

Any notices or other communication under the Contract given by either party shall be in writing and shall be delivered by hand, by registered mail or by facsimile to the addresses of the other party as stated in the Contract.

### 4.21. ARBITRATION

Any dispute arising in connection with the Contract, which cannot be settled by negotiation between the parties, shall be submitted to arbitration in accordance with the Commercial Arbitration Act 1985.

### 4.22. CONFIDENTIALITY

- 4.22.1 The Consultant shall treat as confidential all information disclosed or made known to the Consultant, or acquired or developed by the Consultant during the course of or for the purposes of the Contract ("the confidential information").
- 4.22.2 Without limiting the generality of the preceding sub-clause, the confidential information includes computer programs, client lists, the Principal's methods of operation and details of clientele and potential clientele of the Principal.
- 4.22.3 Immediately upon the completion of the Services or the prior termination of the Contract the Consultant shall deliver to the Principal all documents and materials relating to the confidential information which are then in the Consultant's possession.
- 4.22.4 Without limiting the generality of the foregoing, the Consultant shall not use or disclose or authorise the use of disclosure of the confidential information to any person or company without the prior consent in writing of the Principal.
- 4.22.5 The Consultant shall not be obliged to treat information as confidential in the following circumstances:

- (a) Where it would be unconscionable to require the Consultant to treat such information confidentially as the term "unconscionable" is defined in the section 52A of the Trade Practices Act 1974; and

PART 4            READ AND KEEP THIS PART

- (b) Where it would be an invalid restraint of trade under the law of the State of Western Australia to require the Consultant to treat such information confidentially.

4.22.6 The operation of this clause shall survive the completion or termination of the Contract.

## **5 SPECIAL CONDITIONS OF CONTRACT**

### **5.1 PERIOD OF CONTRACT AND TERMINATION**

#### **SUPPLY CONTRACT**

The Contract is to be completed on supply of the Requirements.

### **5.2 INSURANCES**

Without limiting its obligations and responsibilities, the contractor shall take out insurance for the entire contract period under the following headings;

(a) **Public Liability:**

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AU\$10,000,000) in respect of Death, Property Damage and Bodily Injury.

(b) **Workers Compensation or Personal Accident Insurance Cover:**

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the Workers' Compensation and Injury Act 1981 or at Common Law.

(c) **Professional Indemnity:**

Where the Contract involves the provision of professional services and/or advice, the Contractor is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Contractor will have a limit of Liability based upon a figure agreed by the Principle and Contractor as per the attached Schedule however; the limit of Liability will not be less than \$5 million (AUD\$5,000,000).

The Contractor is to provide the Principal with certificates of currency and/or a copy of the policy wording confirming as laid down within the tender document (if not mentioned, within seven (7) days) that the above insurance policies are in place for the entire contract period.

The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.

### **5.3 PUBLICITY**

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

**6 TENDERER'S OFFER**

**6.1 OFFER FORM**

The Chief Executive Officer  
City of Canning  
Cnr George St West and Albany Highway  
CANNINGTON, WA 6107

I/We \_\_\_\_\_

(BLOCK LETTERS)

of \_\_\_\_\_

(ADDRESS)

ABN \_\_\_\_\_

ACN (if any) \_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail (if any): \_\_\_\_

In response to RFT 23/2013 Architectural Services – Canning War Memorial Project

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Name of witness: (BLOCK LETTERS): \_\_\_\_

Address: \_\_\_\_\_

## 6.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 6 are to be completed and returned to the Principal as they form part of your Tender submission).

### 6.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it " <b>Organisation Structure</b> ".	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it " <b>ASC Company Extracts</b> ".	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

### 6.2.2 REFEREES

Attach details of your referees, and label it " <b>Referees</b> ". You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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### 6.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it " <b>Agents</b> ".	"Agents"	Tick if attached <input type="checkbox"/>

### 6.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled " <b>Trusts</b> ": (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

### 6.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled " <b>Subcontractors</b> " provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

**6.2.6 CONFLICTS OF INTEREST**

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “ <b>Conflicts of Interest</b> ”.	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

**6.2.7 FINANCIAL POSITION**

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “ <b>Financial Position</b> ” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

**6.2.8 QUALITY ASSURANCE**

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment labelled “ <b>Quality Assurance</b> ”.	“Quality Assurance”	Tick if attached <input type="checkbox"/>

**6.2.9 INSURANCE COVERAGE**

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “ <b>Insurance Coverage</b> ”. A copy of the Certificate of Currency is to be provided to the Principal within 7 days of acceptance.				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Professional Indemnity					
Workers Compensation or Personal Accident Insurance					



### 6.3 SELECTION CRITERIA

#### 6.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
(a)	Compliance with the Specification contained in the Request.	Yes / No
(b)	Compliance with the Conditions of Tendering this Request.	Yes / No
(c)	Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No
(d)	Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e)	Compliance with the Delivery Date.	Yes / No
(f)	Compliance with and completion of the Price Schedule.	Yes / No

#### 6.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<p><b>A) Tendered Price</b></p> <p>Tenderers should demonstrate that:</p> <ul style="list-style-type: none"> <li>• The proposed fee structure and allocated time in the price schedule are reasonable in proportion to the total services provided including all fees, any other costs and disbursements to provide the required service</li> <li>• The fee proposal represents the "best value" for money</li> </ul> <p>See Tender Schedule A for details</p>	<b>Weighting 50%</b>	
	<b>Financial Offer/Fee Proposal</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>Name of Tenderer</b>		
<b>Signature of Tenderer</b>		
<b>City of Canning Officer</b>		<b>Signature:</b>

<p><b>B) Relevant experience, expertise and project team</b></p> <p>Tenderers should demonstrate their ability to supply the necessary services:</p> <ul style="list-style-type: none"> <li>• Experience, expertise and project team</li> <li>• Capacity to address the range of services required</li> <li>• Role and credentials of the key person(s) in the provision of the service (i.e. formal qualifications and experience)</li> <li>• Ongoing availability to provide sufficient skilled persons capable of performing the tasks consistent with the required standards</li> <li>• Understanding of the required service associated with delivering the services to the City</li> </ul>	<b>Weighting 20%</b>	
	<b>Relevant experience, expertise and project team</b>	<b>Tick if attached</b> <input type="checkbox"/>

<p><b>C) History and Viability of Organisation</b></p> <p>Tenderers should demonstrate their experience with previous similar contracts:</p> <ul style="list-style-type: none"> <li>• Detail the Consultant history and viability</li> <li>• Include any comments received from referees</li> <li>• Demonstrate the Consultant capacity to deliver</li> <li>• Demonstrate the Consultant capacity and depth to effectively address the range of requirements of the City</li> </ul>	<b>Weighting 5%</b>	
	<b>History and Viability of Organisation</b>	<b>Tick if attached</b> <input type="checkbox"/>

<p><b>D) Methodology</b></p> <p>Tenderers should demonstrate their ability to supply services on time and experience with previous similar contracts.</p> <ul style="list-style-type: none"> <li>• Proposed methodology for this project to be completed on time and within budget</li> <li>• Proposed methodology for this project and demonstrated evidence of successful results, particularly in WA</li> </ul>	<b>Weighting 20%</b>	
	<b>Methodology</b>	<b>Tick if attached</b> <input type="checkbox"/>

<p><b>E) Quality Assurance</b></p> <p>Demonstrated level of quality assurance</p>	<b>Weighting 5%</b>	
	<b>Quality Assurance</b>	<b>Tick if attached</b> <input type="checkbox"/>

**6.4 PRICE INFORMATION**

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

**6.4.1 DISCOUNTS**

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “Discounts”.	“Discounts”	Tick if attached <input type="checkbox"/>

**6.4.2 PRICE BASIS**

OPTION A Are you prepared to offer a fixed price?	Yes / No
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**6.4.3 PRICE SCHEDULE**

Tenderers are to determine costs of all services (including sub-consultants) in each section. An accompanying fee breakdown may be also submitted.

No	Service Description	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Design Development			
2	Contract Documentation			
3	Contract Administration			
4	Sculpture Competition			
5	Other items: Travel and attendance at meetings			
6.	Printing Costs			
	<b>TOTAL</b>			

**Hourly Rates**

Personnel	Hourly Rate (ex GST)	GST	Hourly Rate (inc GST)
Director			

PART 6 COMPLETE AND RETURN THIS PART

Senior Architect/ Consultant			
Architect/Consultant			
Consultant (please specify)			
Drafters			