

**INVITATION**

**THE PROVISION OF RAILWAY PROFESSIONAL AND TECHNICAL SERVICES**

**(PANEL AGREEMENT No. 10C181)**

|  |  |
| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | E-mail: **DPTI.Tenders@sa.gov.au** |
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| **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**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. |

**INVITATION**

The Rail Commissioner (“Principal”) has established a panel of companies to provide railway professional and technical services, as described in the attached Statement of Requirements. On behalf of the Principal, the Department of Planning, Transport and Infrastructure (“DPTI”) invites companies (“Applicants”) to respond to this invitation to become members of this panel.

**CONTENTS**

Conditions of Submission including:

Annexure A: Application Details.

Annexure B: Assessment of Submissions.

Schedule of Agreement Documents

Statement of Requirements

Annexure to the Panel Agreement

Application Form

Schedules

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**CONDITIONS FOR SUBMISSION OF AN APPLICATION**

**FOR A PANEL CONTRACT**

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

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

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

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**CS ANNEXURE A**

**APPLICATION DETAILS**

**APPLICANTS MUST SUBMIT THE FOLLOWING IN THE SUBMISSION:**

Application Form

The following Schedules:

1. Schedule of Rates.
2. Certificate of Currency of Public Liability Insurance.
3. Certificate of Currency of Professional Indemnity Insurance.
4. Organisational structure, including clearly defined positions with names, functions and reporting relationships.
5. Work History - Evidence of the successful completion of a number of recent projects in the last 24 months relevant to the category in which the Tenderer is offering to provide services including:
* Project name;
* Project description;
* Contract type and/or specialist work undertaken;
* Team delivering project;
* Clients;
* Contract sums;
* Project dates; and
* Evidence of the Tenderer having completed previous tasks to customer’s specified time, cost and quality requirement. The Tenderer shall provide contact details for appropriate referees.
1. Qualifications and Experience - Details of staff (including CV’s) and the experience and expertise of staff including Managers, Supervisors and Employees that specifically addresses the following information for the category of service for which staff have been nominated:
* Number of years of experience staff have within the industry in the relevant category of service;
* Location of staff member;
* Details of relevant projects undertaken;
* Qualifications relevant to the category of service being offered, licences and other relevant training;
* Relevant skills and specialist abilities; and
* Knowledge and history of working with government specifications, briefs and/or standards and guidelines.

**SUBMISSION OF APPLICATION:**

A read only electronic submission must be provided, either on a CD, USB drive or as attachments to email(s). Do not submit a paper copy. 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.

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**CS ANNEXURE B**

**ASSESSMENT OF SUBMISSIONS**

The following criteria will be considered in the evaluation process:

* Stability of organisational and its relevant experience
* Qualifications, experience and availability of nominated personnel

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**SCHEDULE OF AGREEMENT DOCUMENTS**

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

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

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**STATEMENT OF REQUIREMENTS**

**CONTENTS**

1. Scope and Nature of Panel
2. Term of Agreement
3. Scope of Services
4. Contractor’s Obligations
5. Specific Project Package Information
6. Schedule of Rates
7. Performance Evaluation
8. Site Visits
9. Media Releases
10. Payment
11. Invoicing

**1. SCOPE AND NATURE OF PANEL**

This Agreement is a Panel Agreement for the provision of railway professional services.

**2. TERM OF AGREEMENT**

The Expiry Date of this Agreement is 27 July 2018.

**3**. **SCOPE OF SERVICES**

The Services includes the planning, design and/or analysis of the following:

1. Alignment and Track Infrastructure
2. Signalling
3. Electrification
4. Stations
5. Depots and Stabling Yards
6. Crossings
7. Light and Heavy Passenger Rail Traffic Modelling

The Principal’s Representative will provide direction to the Contractor regarding the amount and scope of work to be undertaken for each proposed package of work.

**4. CONTRACTORS OBLIGATIONS**

The Contractor must:

1. Comply with all relevant DPTI and Australian Rail Track Corporation (ARTC) corridor access requirements if applicable;
2. Comply with all relevant DPTI and Australian Rail Track Corporation (ARTC) deisgn standrads, specifications and any relevant Service Authority standards and regulations; and
3. Notify the Principal immediately of any significant change to its financial or technical capacity (ie changes in staff nominated for the Panel), ownership or holding, and any convictions or prohibition notices under WHS or environmental legislation.

**5. SPECIFIC PROJECT PACKAGE INFORMATION**

Specific project packages will be sent to one or more contractors, assessed as providing the most suitable expertise, to prepare a tender and will comprise of, but is not limited to, the following:

1. The Principal’s Representative delegated Officer administering the project package;
2. The location and scope of services;
3. Drawings and/or Sketches;
4. Required commencement and/or completion dates;
5. Any restrictions to hours of work;
6. Pricing structure and method of payment; and
7. Other relevant details.

For each project package the Contractor may be requested to provide:

1. A project methodology plan.
2. Team resources to be allocated, including key personnel, backup staff and resources and capacity to undertake the package of work in the specified time.
3. A program of work.

The Principal’s Representative will issue a notification to the successful panel member. If the successful panel is unable to provide the services, the Principal’s Representative reserves the right to obtain the service from an alternative panel member.

To ensure appropriate communication and control, the Contractor’s Representative must be located in Adelaide for the majority of the provision of service, unless otherwise agreed with the Principal’s Representative. Where the Contractor proposes to use staff based in an office other than Adelaide, the Contractor’s Representative and the Principal’s Representative must agree as to the extent to which the staff are required to be located in Adelaide.

**6. SCHEDULE OF RATES**

The Schedule of Rates submitted with this Panel Agreement will apply for the term of this Agreement.

The Schedule of Rates will be used:

(a) For estimating projects.

(b) As the maximum Rates charged by the Contractor.

**7. PERFORMANCE EVALUATION**

The Principal’s Representative will provide written performance evaluation feedback to the Contractor on the following criteria at the completion of a contract:

(a) Quality of documentation, including clear objectives and scope, complete, concise, accurate and realistic description of requirements, issues and risks addressed.

(b)Contract management performance including timeliness and adequacy of response to requests, practicality and reasonableness of specification interpretations, cooperation and communication.

The Contractor may provide comment on this evaluation and provide performance evaluation feedback to the Principal’s Representative on the following criteria:

(a) Project Deliverables/Requirements, including technical capacity, methodology and communication, compliance with relevant standards, guidelines and procedures, standard of deliverables.

(b) Timeliness, including milestone dates achieved and service completed on time, timeliness in communicating issues and concerns, timely and adequate response to additional client requirements.

The results will be taken into consideration when allocating future work packages.

The Principal’s Representative may evaluate and review Contractor performance and quality of work at any stage during the course of the Panel Agreement.

**8. SITE VISITS**

Site visits will be necessary when conducting some of the services and may be required anywhere within the Adelaide Metropolitan area. Attendance by the Contractor or a competent representative at nominated site visits, briefing sessions and/or post tender meetings is conditional to the acceptance of tender for any project package.

The Contractor must notify the Principal’s Representative at least 24 hours prior to the meeting if unable to attend.

**9. MEDIA RELEASES**

The Contractor shall refer any enquiries from the media concerning services under the Panel Agreement to the Principal’s Representative.

**10. PAYMENT**

Payment will be in accordance with the prices accepted for each individual project package. Receipts for expenses incurred shall be available for validation by the Principal’s Representative if requested.

1. **INVOICING**

The Contractor’s invoices must clearly identify:

1. clear, itemised details of all work requiring payment;
2. the Purchase Order provided by the Principal;
3. the Contract Number and Contract Title; and
4. the name of the DPTI Section and/or DPTI Contract Manager.

Invoices shall be submitted via one of the following methods:

Post: PO Box 11027, Adelaide, 5001, or

Email (attached as a PDF) to: APinvoices@sharedservices.sa.gov.au.

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**ANNEXURE TO THE PANEL AGREEMENT**

| Term of Agreement | The Expiry Date of this Agreement will be 27 July 2018 |
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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 | Rail Commissionerof 50 Flinders Street, Adelaide, South Australia, 5000,is the Principal. |
| 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 | TheDirector 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 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 or Schedule of Rates. |
| 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 $2,000,000 |
| 25 | 30.2 | Public Liability insurance: $20 million |
| 26 | 30.4 | Professional Indemnity insurance: $2 million.  |
| 27 | 30.4 | Professional Indemnity insurance shall be maintained for not less than 5years after the date of completion of the *Services* |
| 28 | 30.7 | The Principal will not effect any insurance. |
| 29 | 33.1 | The address for the service of notices to the Contractor is as shown on the Agreement. The address for the service of notices to the Principal is the address of the Principal’s Representative. |
| 30 | 35 | The laws of South Australia govern this *Contract*. |
| 31 |  | This *Contract* is amended by these Special Conditions of Contract, which also replace Annexure Part B to the General Conditions of Contract. |

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**APPLICATION FORM**

TO THE EXECUTIVE DIRECTOR:

**THE PROVISION OF RAILWAY PROFESSIONAL AND TECHNICAL SERVICES**

**(PANEL AGREEMENT No.10C181)**

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 CHECKLIST FOR SUBMISSION

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

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|  |  |  |
| --- | --- | --- |
| 1 | Schedule of Rates. | □ |
| 2 | Certificate of Currency of Public Liability Insurance. | □ |
| 3 | Certificate of Currency of Professional Indemnity Insurance. | □ |
| 4 | Organisational Structure. | □ |
| 5 | Work History. | □ |
| 6 | Qualifications and Experience. | □ |

###### SCHEDULE 1

###### SCHEDULE OF RATES

RATES SHALL BE EXCLUSIVE OF GST

|  |  |  |  |
| --- | --- | --- | --- |
| NAME | POSITION | USUAL LOCATION | RATE($/hr) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Applicant to insert lines as required*