

**INVITATION**

**10C287 THE PROVISION OF VEGETATION SERVICES**

**(PANEL AGREEMENT)**

|  |  |
| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | E-mail: [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@saugov.sa.gov.au)  Senior Landscape Architect  (08) 834 32003 |
|  |  |
| **APPLICATIONS MAY BE EITHER:** | Be complied on a USB memory device or CD and either:   * posted to GPO Box 1533, ADELAIDE SA 5001; or * delivered to 77 Grenfell Street, ADELAIDE SA 5000; or   **Emailed to** [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@saugov.sa.gov.au)  Note: If submitting via email, please phone (08) 8343 2029 to confirm receipt. Also, it may be necessary to split the application into several emails to keep it to an acceptable size. |

**INTRODUCTION AND INVITATION**

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

DPTI has established a panel of professional service providers (“Panel Contractors”) for the following categories:

1. Vegetation Surveys / Assessments
2. Vegetation Safety Surveys
3. Drive-by Vegetation Surveys
4. Fauna Survey / Assessments
5. Tree Assessment / Reports

Suitably qualified companies (**“Applicants”**) are invited to apply for inclusion in a panel for the provision of these services.

The number of companies appointed to a panel will depend upon DPTI’s anticipated demand for the services. Before submitting an application, potential applicants must liaise with the Contact Person nominated on the front of this document regarding the likely workload. At its absolute discretion, DPTI may decline to consider applications for a panel if it reasonably considers that there will be insufficient demand for those services in the future.

Submissions will be assessed against the criteria listed in Annexure B to the Conditions for Submission of an Application. If a company is successful, they will then be invited to sign a contractual agreement consisting of the Statement of Requirements, the DPTI Panel Agreement and their submission.

Companies who have been accepted on to a panel may be invited to either:

* undertake work at the rates included in their submission; or
* submit a quotation (usually for larger packages of work).

DPTI is under no obligation to request any Panel Contractor to provide services or to submit a quotation and Panel Contractors are not guaranteed any work during the term of the agreement. Applicants should be aware that if the rates submitted are higher than industry averages for no additional benefit to DPTI, it is unlikely that they will be requested to provide services to a significant extent.

DPTI will take a number of factors into consideration when determining which Panel Contractors will be invited to provide services or submit a quotation, such as the estimated value of the work and each Panel Contractor’s resource availability, workload, skills / experience and ability to provide value for money.

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Conditions of Submission including:

Annexure A: Application Details.

Annexure B: Assessment of Submissions.

Statement of Requirements

Annexure to the DPTI Panel Agreement – Professional Services

Application Form

Schedules

**CONDITIONS FOR SUBMISSION OF AN APPLICATION**

**FOR A PANEL CONTRACT**

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

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

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

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**CS ANNEXURE A**

**APPLICATION DETAILS**

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

Application Form

The following Schedules:

1. Schedule of Rates.
2. Schedule of Disbursements.
3. Certificate of Currency of Public Liability Insurance.
4. Organisational structure, including clearly defined positions with names, functions and reporting relationships.
5. Company Experience - Evidence of the successful completion of a number of recent projects in the last 12 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 must provide contact details for appropriate referees.

1. Nominated Personnel - Details of staff numbers 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;
* Knowledge and history of working with government specifications, briefs and/or standards and guidelines; and
* Curriculum vitaes for all staff.

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**CS ANNEXURE B**

**ASSESSMENT OF SUBMISSIONS**

Submissions will be evaluated in accordance with the following process:

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

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

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Organisational structure | 10% |
| Work History | 30% |
| Qualifications and Experience | 60% |

1. Determination of a Notional Price

The notional price, which is to be used for the purpose of submission comparison only, will be calculated on an assumed number of hours for personnel of varying levels of skills and experience.

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

1. Selection of Preferred Applicants

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

1. Finalisation of Agreement.

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

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

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**STATEMENT OF REQUIREMENTS**

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# SCOPE AND NATURE OF PANEL

This Agreement is a Panel Agreement for the provision of vegetation services which may be at various locations within South Australia.

# QUOTATIONS

The Principal may either:

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

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

# SCOPE OF SERVICES

The following categories of Vegetation Services are covered by this Panel:

* Vegetation Surveys / Assessments
* Vegetation Safety Surveys
* Drive-by Vegetation Surveys
* Fauna Survey / Assessments
* Tree Assessment / Reports

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.

# CONTRACTOR’S OBLIGATIONS

The Contractor must:

1. Comply with DPTI Vegetation Documents (available from: <https://www.dpti.sa.gov.au/standards/environment>);
2. Notify the Principal’s Representative 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 OHS&W or environmental legislation;
3. If requested supply vegetation survey data in an electronic spatial data format.

The Contractor must comply with the following Parts of the DPTI Master Specification (available from: <https://www.dpti.sa.gov.au/contractor_documents/specifications>)

Part CH20M Traffic Provisions - Minor Construction;

Part G30 Work Health & Safety SWMS.

If the services are carried out in a railway corridor, the Contractor must comply with the following Parts of the DPTI Master Specification (refer: <https://www.dpti.sa.gov.au/contractor_documents/division_rw_railways>)

Part G40 Rail Safety Provisions;

Part CH75 Track Access: External Rail Transport Operators.

# 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. Reference to the applicable current DPTI standard documents;
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. Program of work; and
4. Safe Work Method Statements.

The Principal’s Representative will issue a notification to the successful Contractor. If the successful Contractor is unavailable, the Principal’s Representative reserves the right to obtain the service from an alternative Contractor.

To ensure appropriate communication and control, the Contractor’s Representative must be located within the State 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 South Australia, 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 South Australia.

# IN-HOUSE SERVICES

Where applicable, the Contractor may nominate a separate rate for staff to provide services in-house at the location nominated by the Principal’s Representative, on the basis that the Principal will provide office accommodation and equipment. The Contractor’s staff shall remain employees of the Contractor and are not be deemed to be employees of the Principal.

# PERFORMANCE EVALUATION

The Principal’s Representative will provide performance evaluation feedback to the Contractor on the following criteria at the completion of a contract by completing a “Contract Review Form” (refer Appendix 3):

(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.

# SITE VISITS

Site visits will be necessary when conducting some of the services and may be required anywhere within South Australia. 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.

# MEDIA RELEASES

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

# PUBLIC RELATIONS AND RIGHT OF ENTRY

If necessary, the Principal will give notice in writing to the owner of any land that may be entered upon during the work. A copy of all notices will be supplied to the Contractor and field work must not commence until advised by the Principal’s Representative.

The Contractor must conduct relations with land owners and members of the public in a professional manner and immediately inform the Principal’s Representative if an owner or occupier refuses entry to carry out work.

# SCHEDULE OF RATES

The Schedule of Rates submitted with this Panel Agreement will apply for a period of 12 months after the Execution Date.

The Schedule of Rates will be used:

(a) For estimating projects; and

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

After 12 months and at the expiry of each subsequent 12 month period for the term of the Panel Agreement, the Contractor will be invited to provide an adjusted Schedule of Rates which will remain fixed for a further 12 months. If no adjusted rates are received it is deemed that the rates will remain unchanged for the following 12 month period.

# PAYMENT AND INVOICING

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

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

Separate payment will not be made for travel within 15 km of the Adelaide GPO; this cost is deemed to be included in the scheduled rates. If air travel is required, payment will only be made for economy class. Payment for overnight accommodation will only be made with the prior agreement of the Principal.

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 must 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](mailto:APinvoices@sharedservices.sa.gov.au).

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**ANNEXURE TO THE PANEL AGREEMENT**

| Term of Agreement | The expiry date is 30 March 2018, which may be extended by the mutual agreement of the parties. |
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Notwithstanding the definition of “Item” in clause 1 of AS4122 – 2010 General Conditions of Contract, a reference to an *Item* in the General Conditions of Contract is a reference to the corresponding item set out in the following table:

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

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**APPLICATION FORM**

TO THE GENERAL MANAGER:

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

**SERVICES FOR PROJECT DELIVERY**

**(PANEL AGREEMENT)**

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

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

(BLOCK LETTERS)

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

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

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

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

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

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

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

FOR OFFICE USE ONLY

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

**SCHEDULE 1**

**FEE SCHEDULE**

RATES AND AMOUNTS SHALL BE EXCLUSIVE OF GST

|  |  |  |
| --- | --- | --- |
| **Nominated Persons\*** | **Title / Position** | **Hourly Rate**  **($/hr)** |
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*The Applicant may insert as many lines as are appropriate. Applicants may also provide daily rates and rates for the provision of long term services.*

**SCHEDULE 2**

**DISBURSEMENTS**

ALL ITEMS SHALL BE LISTED AND SHALL BE EXCLUSIVE OF GST

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

**ORGANISATIONAL STRUCTURE**

*The Applicant is to provide an organisational structure showing positions with names, functions and reporting relationships).*

**SCHEDULE 4**

**COMPANY EXPERIENCE**

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

**SCHEDULE 5**

**NOMINATED PERSONNEL**

*The Applicant is to provide a Schedule of nominated personnel and back-up personnel, including:*

* 1. *Qualifications and relevant experience (including Curriculum Vitae’s).*
  2. *Expected availability, accessibility, level of input and their usual location.*
  3. *Ability to provide the services specified in Statement of Requirements (for roads and/or rail and/or buildings and/or marine).*

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