*[council logo]*

*[council name]*

*[Council main office address]*

Request for Tender (RFT)

RFT for: Provision of *[Insert description of Goods and/or Services required]*

RFT Reference Number *[Insert RFT Number]*

Issue Date *[Insert Issue Date]*

|  |  |
| --- | --- |
| Tender Closing Time and **Lodgement** **Details** | |
| Tender Closing Time: | Refer Schedule A, item 2 |
| Tender Lodgement: | *[insert Tender Lodgement Details – select an option below]*  Option 1 Electronic Lodgement  Tenders in response to this RFT must be lodged electronically only, via the Council’s electronic tendering website; [insert URL].  If you require assistance completing your electronic submission, please contact:  Electronic Tender Box Technical Help Desk -  [insert contact details – e.g. Technical Help Desk on 1800 233 533]  Please note; no hard copies will be accepted.  \*\*OR Option 2-Electronic and/or Hardcopy Lodgement\*\*  Tenders in response to this RFT may be lodged either electronically via the Council’s eTendering website; [insert URL] or by hard copy, delivered by hand and placed in the Tender Box at [insert Tender box address and location].  If you require assistance completing your electronic submission, please contact:  Electronic Tender Box Technical Help Desk -  [insert contact details – e.g. Technical Help Desk on 1800 233 533]  With regards to hard copy Tender submissions, the Tenderer is required to ensure:   * its Tender is placed in a sealed envelope marked with the RFT Reference Number and description of Goods and/or Services as shown on the front cover of this RFT but with no indication of the identity of the Tenderer; and * all pages of the Tender are numbered consecutively and the Tender includes an index   [Delete which options are not appropriate] |

|  |  |
| --- | --- |
| Nominated Contact Officer(s) | |
| **General enquiries:** |  |
| Contact Name: | *[insert contact name]* |
| Position Title: | *[insert position title]* |
| Contact Phone No.: | *[insert contact phone number]* |
| Contact Email Address: | *[insert contact email address]* |
| **Specification/Technical enquiries:** |  |
| Contact Name: | *[insert Contact Name]* |
| Position Title: | *[insert Position Title]* |
| Contact Phone No.: | *[insert Contact Phone Number]* |
| Contact Email Address: | *[insert Contact email address]* |
| ***Note:*** *Tenderers must not seek information from any person(s) or rely on any information provided by any person(s) other than the Nominated Contact Officer(s)* | |

|  |  |
| --- | --- |
| Complaints Procedure | |
| If a Tenderer has a complaint about this RFT or the tender process that has not been resolved in the first instance with the **Nominated Contact Officer(s)** they may escalate the complaint in the following manner: | |
| *[insert details] EXAMPLE:* Any complaint about the RFT or the Tendering Process must be escalated to the *[manager/person of seniority to the nominated contact officer-enter position title]* in writingimmediately upon the cause of the complaint arising or becoming known to the Tenderer. The details of the complaints contact person are given in the table below. The written complaint must set out:  a) the basis for the complaint (specifying the issues involved);  b) how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint;  c) any relevant background information; and  d) the outcome desired by the person or organisation making the complaint.  *[insert title of person escalated to*] shall consider the complaint and provide a written response to the Complainant. | |
| Complaints Contact Name: | *[insert Contact Name]* | |
| Position Title: | *[insert Position Title]* | |
| Contact Phone No.: | *[insert Contact Phone Number]* | |
| Contact Email Address: | *[insert Contact email address]* | |

|  |  |  |
| --- | --- | --- |
| Structure and Purpose of this Request for Tender (RFT) | | |
| *Part No.* | Document Title | ***Purpose*** |
| Part 1 | Part 1 – Conditions of Tendering | Conditions of Tendering  The purpose of this part is to set out the rules applying to the RFT documents and to the Request for Tender process. These rules are deemed to be accepted by all Tenderers and by all persons who respond to (or in the case of obligations regarding intellectual property rights, confidentiality, canvassing of officials, anti-competitive conduct and publicity) have received or obtained the RFT. Part 1 also includes:   * the requirements for the preparation and lodgement of a Tender; * an overview of the Tender evaluation method and criteria; and * the procedures and protocols governing communication between the Council and potential Tenderers during the Tender process. |
| Part 2 | Part 2 – Proposed Conditions of Contract | Proposed Conditions of Contract  A draft copy of the Conditions of Contract that the Council proposes to enter into with the successful Tenderer (subject to any changes requested by the Tenderer in its Tender, which will be negotiated between the parties). |
| Part 3 | Part 3 - Specification | Specification  Provides details of the Goods and/or Services required, including outputs, deliverables and drawings (if applicable). |
| Part 4 | Part 4 – Response Schedules | Response Schedules  Contains the information and/or schedules to be provided by the Tenderer when submitting a Tender and may also specify any information to be provided by other means. This part may be in a template format for completion. |

1. Part 1: Conditions of Tendering

Table of Contents

[1. Part 1: Conditions of Tendering 4](#_Toc485718861)

[1.1 Introduction 6](#_Toc485718862)

[1.2 Summary of the RFT 6](#_Toc485718863)

[1.3 Tender Briefing(s) / Site inspection(s) 6](#_Toc485718864)

[1.4 Proposed Tender Timetable 6](#_Toc485718865)

[1.5 eTendering Conditions 6](#_Toc485718866)

[1.6 Definitions 7](#_Toc485718867)

[1.7 How to prepare your Tender 8](#_Toc485718868)

[1.8 Variation to the RFT 8](#_Toc485718869)

[1.9 Council rights Post-Closing Time 8](#_Toc485718870)

[1.10 Clarification of the RFT 9](#_Toc485718871)

[1.11 Liability 9](#_Toc485718872)

[1.12 Tenderers to inform themselves 10](#_Toc485718873)

[1.13 Closure of Tender 10](#_Toc485718874)

[1.14 Acceptance of Tenders 10](#_Toc485718875)

[1.15 Late Tenders 11](#_Toc485718876)

[1.16 Alternative Tender or Non-Conforming Tenders 11](#_Toc485718877)

[1.17 Joint Offers 12](#_Toc485718878)

[1.18 Statement of Non-Compliance, Departures and Assumptions 12](#_Toc485718879)

[1.19 Tender Validity Period 12](#_Toc485718880)

[1.20 Tenderer Mistakes/Errors 12](#_Toc485718881)

[1.21 Clarification of a Tender 12](#_Toc485718882)

[1.22 Identity of the Tenderer 13](#_Toc485718883)

[1.23 Tendered Price 13](#_Toc485718884)

[1.24 Ownership of Tenders 13](#_Toc485718885)

[1.25 Confidentiality 13](#_Toc485718886)

[1.26 Evaluation Methodology 13](#_Toc485718887)

[1.27 Priority of Documents 14](#_Toc485718888)

[2. Participation in the Tender Process 15](#_Toc485718889)

[2.1 Costs of Tender 15](#_Toc485718890)

[2.2 No obligation to enter into a contract 15](#_Toc485718891)

[2.3 Canvassing of Officials 15](#_Toc485718892)

[2.4 Improper assistance 15](#_Toc485718893)

[2.5 Anti-Competitive Conduct 15](#_Toc485718894)

[2.6 Publicity 16](#_Toc485718895)

[2.7 Conflict of Interest 16](#_Toc485718896)

[2.8 Statement of Business Ethics 16](#_Toc485718897)

[2.9 Governing Law 16](#_Toc485718898)

\*\*Update the table of contents last – after all feedback is incorporated and formatting finalised. To do this, left click in the table, then right click and select ‘Update Field’.

* 1. Introduction

[Insert your generic Council profile or direct to Council website URL and purpose of the engagement, but this should be high level and not duplicate the information provided in the specification]

[Enter Text]

Tenderers are encouraged to visit [insert Council’s web address] to obtain a detailed understanding of the Council.

* 1. Summary of the RFT

The Council is seeking Tenders from appropriately qualified and experienced contractors for the provision of the Goods and/or Services. The Council’s detailed requirements are set out in Part 3 (Specification).

This RFT sets out the general requirements for the Goods and/or Services and the terms and conditions of submitting a Tender.

* 1. Tender Briefing(s) / Site inspection(s)

If the Council is to hold briefing session(s) / site inspection(s), the location(s), date(s) and time(s) will be specified in Schedule A, Item 1 of this Part 1 (Conditions of Tendering). A Tenderer must attend the briefing session if it is specified as ‘mandatory’. If a Tenderer fails to attend a mandatory briefing session, the Council, will, unless there are extenuating circumstances, disqualify the Tenderer from further participating in the process.

* 1. Proposed Tender Timetable

Please refer to Schedule A Item 2 of this Part 1 (Conditions of Tendering), for the estimated timetable of key events and dates with regards to this Tender process.

* 1. eTendering Conditions

*[optional clause – remove if electronic tendering is not used/not applicable]*

[Insert name of eTendering system] is the electronic tendering system used for the electronic publication of information, including the RFT, online forum for clarification and questions, notifications and addenda, and to accommodate the electronic submission of Tenders.

*[insert URL of eTender site]*

Tenderers electronically lodging a Tender must review and accept conditions shown on the electronic Tendering website prior to uploading their Tenders.

Electronic lodgement must be fully complete by Closing Time. The electronic link will cease at Closing Time and if your Tender submission is not complete, it will be deemed as a late submission and will not be considered / will be subject to normal considerations by Council with regards to late submissions (delete whichever option is not appropriate).

Similarly, the Council may not consider Tenders that contain corrupt files.

Tenders received via electronic transmission other than through the Council’s electronic Tendering site (including without limitation an e-mail system) will not be accepted.

Any PDF files must be provided in Adobe PDF.

[Insert any other electronic file conditions]

* 1. Definitions

Unless the context requires otherwise, the following terms used in this RFT have the meanings ascribed to them as set out below:

**Alternative Tender –** means a response to this RFT that does not comply with certain requirements of this RFT, but would only require minor adjustments to become a Conforming Tender. It includes a Tender covering only some of the Goods and/or Services.

**Closing Time** - means the Tender closing date and time for the receipt of Tenders, asset out in Schedule A, Item 2 (as may be updated by the Council and advised to all potential Tenderers in writing).

**Conflict** – means any actual or potential conflict of interest or duty, or any position that a reasonable person would perceive as giving rise to such a conflict.

**Conforming Tender** - means a Tender that complies with the requirements of this RFT.

**Conditions of Contract** - means the contract terms provided in Part 2.

**Evaluation Criteria -** means the factors which the Council will take into account in any evaluation of Tenders, as included in Schedule A, item 4 (Evaluation Criteria).

**Goods and/or Services** - means the deliverable(s) which the preferred Tenderer will be required to provide to the Council, as described at a high level on the front cover of the RFT and in more detail in Part 3 (Specifications), once the Conditions of Contract have been agreed between the preferred Tenderer and the Council.

**Nominated Contact Officer** - means Council’s nominated Contact Person as set out on Page 2.

**Non-Conforming Tender** - means a Tender that does not comply with material requirements of this RFT but is not an Alternative Tender.

**Period of Contract** - means the contract duration

**Request for Tender** or **RFT**- means this document inviting Tenderers to submit a Tender to supply the Goods and/or Services on terms based on the Conditions of Contract.

**Tender** – means a Tenderer’s response documents in the form as specified in Part 4 (Tender Response Schedules) to provide the Council’s requirements as set out in Part 3 (Specification) - and constituting an offer by the Tenderer to the Council in reply to the RFT, to supply the Goods and/or Services on the terms specified in the Conditions of Contract (subject to any amendments to those terms agreed in writing by the parties, based on changes requested by the Tenderer in its Tender).

**Tenderer**- means a company, person or entity (including representatives) which submits a Tender pursuant to this RFT; and includes, where the context permits, prospective Tenderers and other recipients of this RFT.

**Written Representation** means any statement, representation or warranty that has been made by the Council in writing either (a) in this RFT or (b) through the tendering process described in this RFT, and that is directed to Tenderers.

* 1. How to prepare your Tender
* Carefully read all parts of this document and ensure you understand the requirements. Seek clarification where required, as set out in clause 1.10 below.
* Lodge your fully completed Tender (in the form as specified in Part 4(Tender Response Schedules) and including any other information required by this RFT) before the Closing Time, ensuring you have signed the Statutory Declaration. *[Note to Council - remove/amend as required according to your Council policy – and dependant on whether an electronic or hard copy lodgement*]
* Failure to provide the required information in the required format may render a Tender non-conforming and Council may exercise its rights under clause 1.16 (regarding non-conforming tenders).
  1. Variation to the RFT

In certain circumstances, the Council may need to do any of the following prior to the Closing Time by giving all potential Tenderers reasonable written notice of such:

* Change, vary or amend any information and/or to issue addenda to the RFT. Any such addendum will become part of this RFT;
* Defer the Closing Time or any other date under this RFT;
* Correct any ambiguity or mistake concerning or arising out of this RFT; and/or
* Suspend, terminate or abandon this tendering process.

Where the Council exercises these rights, it may seek amended Tenders.

* 1. Council rights Post-Closing Time

In certain circumstances, the Council may need to do one or any combination of the following after the Closing Time:

* Cease to proceed with the process outlined in this RFT ;
* Accept all or part of a Tender at the price(s) tendered unless the Tender states specifically to the contrary;
* Reject any Tender;
* Accept one or more Tenders;
* Disqualify any Tender that does not include all the information requested or is not in the format required;
* Accept an Alternative Tender or Non-Conforming Tender (provided that it meets all mandatory Evaluation Criteria); and/or
* Obtain further information from the Tenderer for the purposes of clarification or explanation of its Tender. This includes holding interviews with some or all Tenderers, including any personnel nominated by the Tenderer in the Tender.

All Tenders lodged will become the property of Council and on no account will they be returned to Tenderers.

* 1. Clarification of the RFT

If the Tenderer has any doubt as to the meaning of any part of this RFT it should seek clarification before submitting a Tender.

All requests for clarification must be submitted via the online forum at [enter location details]/ *or* in writing and be directed to the Nominated Contact Officer(s) at least *[insert number]* days prior to the Closing Time. The Council reserves the right not to answer requests after this period.

The Council is not obliged to respond to any question or request.

[delete options not applicable or modify as required – n.b. all clarification requests should be submitted in writing and the response and the question must be circulated to all Tenders to ensure probity / equity principles are maintained].

If the question or request is relevant to other prospective Tenderers, the Council will make available to such other prospective Tenderers details of such a question or request together with any response, in which event those details shall form part of this RFT.

* 1. Liability

The Tenderer acknowledges that the Council (including the Council’s officers, employees, agents or advisers) will not be bound by any statement, representation or warranty made by, or on behalf of, the Council in relation to the RFT, the tendering process or the subject matter of this RFT, unless that statement, representation or warranty is a Written Representation. Subject to the last two paragraphs in this clause 1.11, if any Written Representation subsequently proves incorrect or incomplete, then the issue will be addressed through change control in the context of any ensuing contract between the Council and the Tenderer (each acting reasonably,)

While all due care has been taken in the preparation of this RFT, and while the Tenderer may rely on any Written Representations for the purposes of submitting its Tender, the Tenderer acknowledges that it must not otherwise rely on, and has no separate ability to claim against the Council (or the Council’s officers, employees, agents or advisers) in respect of, the adequacy, accuracy, reasonableness or completeness of the information communicated or provided in this RFT or through the tendering process.

To the fullest extent allowed by applicable law, all statutory or implied warranties are excluded and of no effect and neither the Council, nor the Council’s officers, employees, agents or advisers will be liable for any loss, costs, expenses or damage:

* arising as a result of reliance on such information by Tenderer or any other person; or
* otherwise incurred by Tenderers or any other persons at any time, in relation to the tendering process, evaluation of Tender, any contract negotiation or the selection process generally.

If a Tenderer finds any discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by the Council (other than minor clerical matters), the Tenderer must promptly notify the Council’s Nominated Contact Officer in writing, so that there is fair opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by the Council will be corrected by the Council and provided (or the proper information made available) to all Tenderers without attribution to the Tenderer that provided the notice.

* 1. Tenderers to inform themselves

The information in this RFT has been provided in good faith. It is intended only as an explanation of the Council's requirements and is not intended to form the basis of a Tenderer's decision on whether to enter into any contractual relationship with the Council.

By responding to this RFT, the Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has the necessary skills, knowledge and experience to provide the Goods and/or Services. Tenderers will be deemed to have:

* fully examined and understood the requirements of this RFT (including all documents and attachments referenced) and any other information made available by the Council to Tenderers in relation to this RFT
* satisfied itself that it has a full set of the RFT documents and all relevant attachments.
* made its own enquiries and assessed all risks regarding this RFT and the tendering process;
* not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Council except where such warranty or representation is set out in this RFT or made in writing by Council through the processes specified by these Conditions of Tender;
* ensured that its Tender addresses all the requested information in Part 4 and is presented in the required format, is accurate and complete, and is not misleading in any way;
* acknowledged that the Council will rely on information provided by the Tenderer at all stages of this tendering process. Any information provided by the preferred Tenderer may (along with this RFT and the Tender itself) form part of the final agreed form of the Conditions of Contract;
* ensured that it complies with all applicable laws with regard to preparing its Tender (including but not limited to Australian Competition and Consumer Law and Occupational Health and Safety Requirements);
* met all costs and expenses related to the preparation and lodgement of its Tender, and will meet all of its costs and expenses arising from subsequent negotiation, and any future costs connected with or relating to the tendering process; and
* satisfied itself as to the correctness and sufficiency of its Tender including tendered prices.
  1. Closure of Tender

The Tender must be lodged by the Closing Time and by the method as outlined in Schedule A (as may be deferred by Council in its discretion).

Please refer to Part 4 for the list of documents to be completed and submitted by the Tenderer before the Closing Time and also refer to the earlier clause regarding eTendering for requirements applying to electronic submission.

* 1. Acceptance of Tenders

Unless otherwise stated in this RFT, Tenders may be submitted for all or part of the Council’s requirements and may be accepted by the Council either wholly or in part. The Council is not bound to accept the lowest price or any Tender (and may reject any or all Tenders).

The Council reserves the right to not accept a Tender (or any part of it) and is under no obligation to give reasons for not accepting a Tender. Tenderers will be informed in writing of the outcome of their Tender at the conclusion of the RFT process. The Council may, in its absolute discretion, invite unsuccessful Tenderers to a de-brief meeting on the outcome of the RFT.

If any Tender is accepted by the Council, such acceptance shall be conditional until both parties signing a contract for the Goods and/or Services, based on the Conditions of Contract (subject to negotiation of any amendments to those conditions requested by Tenderer in its Tender).

Whether or not required by Part 4, it would be helpful if the Tenderer were to provide with its Tender, a new version of the Conditions of Contract marked up with any changes the Tenderer would require. *[Part 4 should in fact require this, even if it also requires a compliance table to be completed for the Conditions of Contract. The compliance table creates a useful audit trail during negotiations, as to how positions were reached in the final contract – but a mark-up assists significantly to contextualise the changes sought and to progress to negotiations.]*

* 1. Late Tenders

Tenders lodged or received by Council after the Tender Closing Time are deemed to be late and will be disqualified and ineligible for consideration unless the Tenderer can clearly document to the satisfaction of Council that an event of exceptional circumstances caused the Tender to be lodged after the Closing Time.

Consideration of a Tender under this circumstance will be at the sole discretion of the Council.

The determination of the Council as to the actual time that the Tender was lodged is final. All offers lodged after the Closing Time will be recorded by the Council.

Unless the Council is satisfied there are exceptional circumstances, the Council will inform a Tenderer whose offer was lodged after the Closing Time of their ineligibility for consideration.

*[Note to Councils - hardcopy late tender terms, delete the below if not applicable*]

In the event of a hard copy submission, a late Tender will only be considered if the Tenderer satisfies the Council that the Tender and all other essential information was posted or lodged at a Post Office or other recognised delivery agency in sufficient time to enable the documents to have been received by the Council in the ordinary course of business before the Closing Time, or the Council receives those documents within such period as it decides to be reasonable in the circumstances.

* 1. Alternative Tender or Non-Conforming Tenders

The Council reserves the right, in its absolute discretion, to consider an Alternative Tender or Non-Conforming Tender (provided that any mandatory Evaluation Criteria are met), but is not obliged to do so.

If a Tenderer wishes to submit an Alternative Tender or Non-Conforming Tender it must also:

1. Submit a Conforming Tender; and
2. Submit a copy of the clearly identified Alternative Tender or Non-Conforming Tender in a marked up form, which identifies all departures from the Conforming Tender. In order to be considered for evaluation, any such Alternative Tender or Non-Conforming Tender must:

#### Fully describe its advantages, disadvantages, limitations and capabilities;

#### Be fully costed;

#### Permit ready comparison of the alternative offer with complying Tenders; and

#### Expressly state where it does not comply with the terms of this RFT.

* 1. Joint Offers

Council will/will not *[select one]* accept a joint offer from two or more Tenderers.

* 1. Statement of Non-Compliance, Departures and Assumptions

*[optional clause]*

The Tenderer must declare and detail any non-compliance with, departures from or assumptions in relation to, the RFT in its Tender, in Schedule 2.1 of Part 4, Response Schedules.

These non-compliances, departures or assumptions must address any material conditions or positions in relation to the Conditions of Contract and/or Part 3 (Specification).

Submitted Tenders will be deemed as accepting and complying with all of the Conditions of Contract and the Specification unless explicitly noted in Schedule 2.1 of Part 4, Tender Response Schedules.

* 1. Tender Validity Period

All Tenders will remain valid and open for acceptance for [3] months from the Closing Time unless extended by mutual agreement between the Council and the Tenderer(s) in writing.

* 1. Tenderer Mistakes/Errors

The Council may, at its discretion, permit a Tenderer to correct an unintentional mistake or anomaly in its Tender after the Closing Time,

In no event will any correction be permitted if the Council reasonably considers that the correction would materially alter the Tender.

Such a variation may be made either:

* 1. at the request of the Council, or
  2. with the consent of the Council at the request of the Tenderer, but only if, in the circumstances, it appears reasonable to the Council to allow the Tenderer to provide correction.

If a Tender is varied in accordance with this clause 1.20, and if in the interests of fairness it is deemed necessary, the Council will notify in writing each other Tenderer whose Tender circumstances have the same or similar characteristics as the varied Tender, and provide that Tenderer with the opportunity of varying its Tender in a similar way.

* 1. Clarification of a Tender

If in the opinion of the Council, a Tender is unclear in any respect, the Council may seek clarification from a Tenderer. Failure to supply clarification to the satisfaction of the Council may render the Tender liable to disqualification.

The Council is under no obligation to seek clarification and reserves the right to disregard any clarification that it considers to be unsolicited or otherwise impermissible.

* 1. Identity of the Tenderer

The identity of the Tenderer is fundamental to the Council. The Tenderer (and the party to any ensuing contract with the Council) will be the company, person or entity (or in each case, multiple for joint Tenders) named as the Tenderer in the Offer Form in Part 4 (Tender Response Schedules).

The Council may reject any Tender that is not from or does not disclose a solvent legal entity capable of entering into a contract with the Council. The Tenderer must provide its Australian Business Number (ABN), or, if it does not have an ABN, the reason for not having one.

* 1. Tendered Price

The price outlined in the Tender must quote all prices inclusive/exclusive *[pick one]* of GST.

The price tendered must be the total price, including all fees and costs. The pricing will be used by the Council for budgetary purposes and therefore constitutes a tendered price and quotation and not an estimate.

* 1. Ownership of Tenders

Upon submission, all Tenders, documents and other information submitted by the Tenderer as part of or in support of a Tender will become property of the Council.

The Tenderer will retain copyright and other intellectual property rights contained in its Tender, however each Tenderer, by submission of its offer, is deemed to have granted an irrevocable royalty-free licence to the Council to reproduce, in whole or part, its Tender for the purposes of enabling the Council, or such persons or bodies as the Council reasonably considers necessary, to evaluate, clarify or vary the Tender or to negotiate any resulting contract.

Tenderers and other recipients of this RFT do not acquire intellectual property rights in the RFT documents and must not reproduce any of the RFT documents in any material form without the written permission of the Council other than for use strictly for the purpose of preparing a Tender.

The Tenderer agrees that if the Council accepts its Tender, it will consent to the Council publishing (on the internet or otherwise) all contract information (including the successful Tenderer’s name, the contract value and a copy of the executed contract). *[Note to Councils - delete if not required / relevant]*

* 1. Confidentiality

Each Tenderer or other recipient of this RFT must keep confidential the RFT and any information provided by the Council in connection with the RFT including any information marked as confidential or which the Tenderer / recipient knows or ought reasonably to know is confidential or should be treated as such.

All Tenders received by Council will be held in confidence. The Tenderer acknowledges that the Council may disclose any information in the Tender to its professional advisors or if required by law (including, but not limited to, as required under the *Freedom of Information Act 1982* (Vic)), or government policy.

* 1. Evaluation Methodology

Tenders will be evaluated against the Evaluation Criteria set out in Schedule A, Item 4 of this RFT.

Information provided by the Tenderer in the Response Schedules (Part 4) of this RFT, will be the basis of the evaluation against these criteria. Tenderers are advised to respond clearly to all of the requirements listed in the Specification (Part 3) of this RFT.

In evaluating offers, the Council will have regard to:

* 1. specific evaluation criteria identified in the list set out in Schedule A, Item 4 including mandatory requirements, if applicable;
  2. the overall value for money proposition presented in the offer; and
  3. the particular weighting assigned (in Schedule A, Item 4) to any or all of the criteria (noting that any criteria for which a weighting has not been assigned should be assumed to have equal weighting.)

Any Evaluation Criteria identified as ***Mandatory Criteria*** **MUST** be met by the Tenderer. For these criteria, a Tender will be assessed on a Yes/No (Pass / Fail) basis. If a Tender fails to fully comply with those evaluation criteria, it will be excluded without further consideration.

Tender will be assessed against other (non-mandatory) Evaluation Criteria, using a weighted scoring process based on information provided with the Tender.

[Note to Council - Modify to suit Tender, ensure that the criteria nominated in the RFT is the same criteria used in the evaluation plan and evaluation of Tenders]

Council may, in its sole discretion, seek clarification from any Tenderer regarding information contained in the Tender and may do so without notification to any other Tenderer.

A Tenderer may be invited to a one-on-one evaluation interview in order to review and clarify the Tender and to enable Council to interview key personnel identified in the Tender.

* 1. Priority of Documents

If there is any inconsistency between Part 1 (Conditions of Tendering) of this RFT and any other parts of the RFT, then unless it is expressly stated that the other part was intended to override this Part 1 (and except where the inconsistency is identified prior to the Closing Time (in which case, clause 1.9 will apply)), the terms of this Part 1 (Conditions of Tendering) will prevail to the extent of that inconsistency.

1. Participation in the Tender Process
   1. Costs of Tender

Tenderers remain responsible for all costs incurred by them in connection with their Tenders whether before or after the Closing Time and whether incurred directly by them or their advisers including costs arising as a direct or indirect consequence of amendments made to the RFT by the Council. For the avoidance of doubt, the Council shall have no liability whatsoever to Tenderers for the costs of any negotiations conducted in the event that the Council decides not to accept any Tenders.

* 1. No obligation to enter into a contract

By issuing this RFT, Council is under no obligation (whether equitable or legal) to proceed either in whole or in part with the procurement to which the RFT relates. Council is not committed contractually or in any way to any person who may receive the RFT or submit a Tender.

* 1. Canvassing of Officials

Any Tenderer or other recipient of this RFT who solicits or attempts to solicit support for its Tender or otherwise seeks to influence the outcome of the Tender process by:

1. offering any inducement, fee, or reward, to any member or officer of the Council, including Councillors, or to any person engaged by the Council, or acting as an adviser for the Council; or
2. canvassing any persons referred to in this document; or
3. contacting any member or officer of the Council, including Councillors or any person engaged by Council, about the RFT or any process relating thereto, except as authorised by this RFT;
4. causing or inducing any person to enter such agreement or to inform the Tenderer of the amount or approximate amount of any rival Tenderer; or
5. canvassing any of the persons as set out above in connection with the RFT or the outcome of the Tender process,

will be disqualified from involvement in the RFT process.

* 1. Improper assistance

Tenderers must not seek or obtain the assistance of employees, agents or contractors of the Council in the preparation of their Tender. In addition to any other remedies available to it under law or contract, the Council may, in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such assistance.

* 1. Anti-Competitive Conduct

Tenderers (and other recipients of this RFT) must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation, content or lodgement of their Tender. This includes, but is not limited to, the Tenderer:

1. fixing or adjusting the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderer; or
2. entering into any agreement or arrangement with any other Tenderer that it shall refrain from tendering or as to the amount of any Tender to be submitted; or
3. paying (or offering or agreeing to pay) any sum of money, inducement or valuable consideration, directly or indirectly to any person for doing, having done, causing, or having caused to be done, any act or omission in relation to any other Tender or proposed Tender; or
4. communicating to any person other than the Council the amount or approximate amount of its proposed Tender (except where such disclosure made in confidence in order to obtain quotations necessary for the preparation of the Tender, for insurance or contract guarantee bonds and/or performance bonds or professional advice required for the preparation of a Tender).

Where such actions are drawn to the Council’s attention, relevant Tenderers will be disqualified from any further involvement in this tender process.

* 1. Publicity

Recipients of this RFT must not undertake any publicity activities with any part of the media in relation to the RFT, tendering process or Tender without the prior written agreement of the Council, including agreement on the format and content of any publicity.

* 1. Conflict of Interest

The Tenderer represents that it has not placed itself in a position that may give rise to any Conflict in connection with the RFT and Tender. Alternatively, the Tenderer must:

* 1. disclose any Conflict in its Tender;
  2. notify the Council if any Conflict arises after lodgement of its Tender; and
  3. indicate the strategy it has in place to manage the Conflict.

The Council may disqualify a Tenderer from the tendering process if the Tenderer fails to notify the Council of any Conflict or if the Council is not satisfied with the strategy the Tenderer has in place to manage the Conflict.

* 1. Statement of Business Ethics

[Note to Council - optional inclusion: remove if not explicitly required]

Council is committed to the highest standards of honesty, fairness and integrity in all its business dealings. Council’s Statement of Business Ethics sets out the standards of behaviour that Council expects from its supply partners. These standards of behaviour relate to fair, ethical and honest dealings with Council, and ensuring that the best level of service is provided to the community. This document is also attached to this RFT. Breaches of this Statement may constitute grounds for disqualification of Tender.

* 1. Governing Law

These conditions of tendering are governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.

**SCHEDULE A: TENDER INFORMATION**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item 1: | Tender Briefing(s)/Site Inspection(s): | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Date | Time | | Location | | Mandatory? | | <insert Date> | | <insert Time> | | <insert Location> | [Yes]/[No] |   Tenderers are requested to attend a Tender briefing/site inspection.  Please confirm with the Nominated Contact Officer your attendance at this meeting no later than [insert day, month, year].  Failure to attend any mandatory briefing/site inspection will leave the Tenderer ineligible to submit a Tender. [delete if briefing/site inspection is not mandatory]  Add / Delete / Modify events as required  *[insert details if applicable, otherwise insert “not applicable”]* | |
| Item 2: | **Tender Timetable** | The timetable below provides details of key events and dates with regards to this Tender process. The Council reserves the right to extend these dates at its sole discretion.   |  |  | | --- | --- | | Event | Date | | Tender Release | <insert Date> | | Clarification and Questions Close | <insert Date> | | Tender Closing Time | *[insert Tender Closing Date and Time]* dd/mm/yyyy, 00:00 am/pm AEST | | Intended completion of evaluation of Tenders | <insert Date> | | Intended completion of negotiations (if applicable) | <insert Date> | | Intended contract commencement date | <insert Date> |   [Note to Council - Add / Delete / Modify events as required] | |
| Item 3: | **Documents to be submitted by the Tenderer** | The following documents need to be completed and submitted by the Tenderer:   * + Part 4 – Completed Response Schedules, including any attachments   + Marked up version of Conditions of Contract (of any changes are required) [delete if not needed, but it is suggested that Council pursues this mark-up]   + Any additional supporting documentation to Tender   + Signed Tenderer’s Declaration{remove if not required] | |
| Item 4: | **Evaluation Criteria** | **Mandatory Criteria: (pass/fail)**  The following Mandatory Criteria will be used in the evaluation of Tenders. The mandatory compliance criteria are not weighted and scored. Tenderers either meet the standard or they do not.   |  |  | | --- | --- | | Mandatory requirements | Complies | | Satisfaction of Insurance Requirements | Yes/No | | Willingness to negotiate based on proposed conditions of Contract with reasonable amendments | Yes/No | | OH&S Policy and accreditation | Yes/No | | Financial Capacity | Yes/No |   *[Note to Council - Add / Delete / Modify as required. Modify to suit RFT, ensure that the criteria nominated in the RFT is the same criteria used in the evaluation plan and evaluation of Tenders]*  Other Examples of mandatory criteria (depending on the requirements/risk of procurement):   * Essential Key Qualifications / Accreditations; * Essential Registration and/or licenses * Quality Management / Environmental Management third party ISO accreditation. * Conflicts of Interest   **Registration or licensing of contractors**  Where an Act requires that a contractor (as defined by the Act) be registered or licensed to carry out the work described in the RFT, the Tenderer shall state in the appropriate Response Schedule, its registration or licence number. The Tender may not be considered if the Tenderer fails to provide such registration or license number.  **OHS Obligations**  Lodgement of a Tender will itself be an acknowledgement and representation of requirements in relation to OHS, which the Tenderer will comply with all relevant legislation and agrees to provide periodic evidence of compliance, and give access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.  **Financial Capacity**  Tenderers must have sufficient financial capacity to provide the Goods and/or Services. As part of its Tender, Tenderers are to provide all financial information as requested in Part 4, the Response Schedules / or give consent to the Council to complete a financial risk assessment review by its appointed credit rating agency or representative.  In submitting a Tender, the Tenderer will be taken to have given consent to the Council accessing this financial viability / risk assessment and information, including any personal information contained therein.  Tenderers who are identified as a financial risk as a result of these reviews may, at Council’s discretion, be removed from further participation in the evaluation process.  **Weighted Evaluation Criteria:**  Tenders will be evaluated and scored against the following criteria:   |  |  | | --- | --- | | EVALUATION CRITERIA | RELATIVE WEIGHTING | | <insert criteria> | <insert weighting - x%> | | <insert criteria> | <insert weighting - x%> | | <insert criteria> | <insert weighting - x%> | | <insert criteria> | <insert weighting - x%> | | [Add rows as required] |  |   [Examples of weighted evaluation criteria (depending on the requirements/risk of procurement]:   * *The ability and capacity of the Tenderer to meet the functional and technical requirements as outlined in this RFT Demonstrated experience and past performance, including proven past experience in successfully completing similar contracts; demonstrated capability to provide services of comparable complexity and size;* * *Strategy and innovation* * *Local supply/local economic development* * *Customer service and issue resolution* * *Price: lump sum price / total price / total cost of ownership; unit rates / schedule of rates / total cost and financial benefit to the Council;* * *The overall value for money, additional benefits and value add the Tenderer has provided in its Tender.* * *Environmental policy, environmental management system and environmental approach* * *Social impact/social strategy* * *Quality management systems of the company; Other issues relating to the fitness for purpose of the products offered including sub-contractors, Tenderer's quality standard and quality assurance system.* * *Key personnel, skills, experience and availability of appropriate personnel and, if applicable, subcontractors;* * *Product / Service Offering;* * *Proposed methodology / program, project delivery, contract administration, costing control etc;* * *Occupational health and safety systems of the company;* * *Use of recycling/green products;* * *Adequacy of transitional arrangements for commencement of the contract works;* * *Business continuity and disaster recovery planning*.   **Environmental Policy and Commitments**  Councils are committed to improving environmental outcomes through the consideration of environmental factors when determining overall value for money in the procurement of goods and/or services. Consideration of environmental factors is reflected in the requirements of this RFT.  [The content for this section will be determined by the nature of the procurement. Modify to suit Tender, ensure that the criteria nominated in the RFT is the same criteria used in the evaluation plan and evaluation of Tenders. The above generic evaluation criteria only and will need to be customised, added to, deleted from etc. depending on the requirements] |

END OF PART 1 – CONDITIONS OF TENDERING

[INSERT:

* PART 2 (CONDITIONS OF CONTRACT)
* PART 3 (SPECIFICATIONS)
* PART 4 (RFT RESPONSE SCHEDULES)]