



ADELAIDE SHORES

Military Rd, West Beach SA 5024

PO Box 69, Glenelg SA 5045

Request for Tender (RFT) for:	Adelaide Shores Resort – Holiday Unit refurbishment
Reference number:	Tender 2009/2010: 331
Issue Date:	Friday 12 th February 2010
Place for lodgement:	Adelaide Shores Tender Box, Corporate Offices, Military Rd, West Beach

Tenderers are advised to register with the Adelaide Shores Contact Person in order to receive any further information such as amendments, addenda, and further conditions that may apply to this RFT.

Document Structure

Part A – Invitation to Bid documentation

Part B – Specification and Response documents

Part C – Contract Terms and Conditions

KEY DEFINED TERMS

TERM	MEANING OF TERMS and TIMELINES
Adelaide Shores	Adelaide Shores PO Box 69, Glenelg, SA 5045 Military Rd West Beach Phone (08) 8355 7300 Fax (08) 8235 1849
Adelaide Shores Contact Person	Peter Raedel, Ph 83557344 / Mobile 0401 123 711
Briefing Time	NA
Briefing Location	NA
Tender opening date	4pm Friday 12 th February 2010
Closing time / date	4 pm Friday 26 th February 2010
Contract	The contract is per the standard goods and services contract agreement issued by the State Government of South Australia. Note to Proponents- the contract is in draft form and is subject to amendment by Adelaide Shores.
Contract Term	NA / for duration of works and 12 month warranty period
Evaluation Criteria	RFT's will be evaluated against criteria related to Quality, Cost, Management and Sustainability
Proposal	The response by a Proponent to this RFT.
RFT Lodgement Address	Tender box , Adelaide Shores Corporate office, Military Road, West Beach, SA 5024 / PO Box 69, Glenelg, SA 5045
Proposal Markings	Adelaide Shores Tender: 331 – Holiday Unit Refurbishment
Validity Period	6 months after the Closing Time

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PART A

REQUEST FOR TENDER

1. INVITATION

You are invited to tender for the refurbishment of the Adelaide Shores Resort Holiday Units. There are currently four (4) groups of eight (8) units and it is Adelaide Shores intention to refurbish one set of eight (8) villas by the early June 2010 and the remaining three (3) groups will be refurbished over the next two (2) financial years. The successful tenderer will be engaged to do all four (4) sets of units. Each set of units will be carried out under a separate works order number.

2. DOCUMENT STRUCTURE

This Invitation to Tender (“Invitation”) consists of three parts.

Part A Invitation

This part contains:

- Invitation - a brief background and general information concerning the invitation to tender process (“the process”).
- Bid Rules
- Agency specific special amendments to contract terms and conditions

Part B Requirements and Specification

Part C Contract Terms and Conditions – services agreement

This part contains the contract requirements including a draft copy of the indicative terms of any contract that may ultimately be entered into for the project requirements.

3. BACKGROUND

Adelaide Shores is the brand name of The West Beach Trust which is a statutory authority created under South Australia’s West Beach Recreation Reserve Act 1987 to manage the West Beach Recreation Reserve and its associated facilities. Adelaide Shores operates a 135 hectare tourism and recreation reserve at West Beach, South Australia.

The precinct offers a range of tourism, sporting and recreation facilities, managed by a mix of commercial and community service operations:

- Accommodation
- Boat Haven
- Coast Park

- Function Centre
- Golf Park
- Skate and BMX Park
- Sports grounds

The Adelaide Shores Resort Holiday Units are in need of a modernisation which encompasses painting, floor coverings, electrical, plumbing and fixtures and fittings.

4. INFORMATION/SCOPE

The following information is provided for your assistance:

Refer to Section B – Specification for scope of works and Response document. This is a separate document and must be read in-conjunction with this document.

Refer to Section B, Asbestos register. Please note there are asbestos containing products within the Holiday Units and contractors are to ensure they take all reasonable precautions to minimise exposure to Adelaide Shores guests, staff and the general public. It is the contractors responsibility to manage any incidents and to liaise with the Adelaide Shores Asbestos Control Manager should the need arise.

Section B, Appendix B – Location of works

5. CONTACT PERSON

The only person authorised by the Principal to communicate with you is the Contact Person. Therefore, you cannot rely on communications with any other person. Any communication with the Contact Person should be in writing and addressed to the Contact Person.

The Contact Person is:

Peter Raedel

Project Officer

Adelaide shores, PO Box 69, Glenelg, SA 5045

Ph (08) 8355 7344 Mobile 0401 123 711

Email peter.raedel@adelaideshores.com.au

Please nominate your contact person and contact details for your tender at the time of submitting the tender.

6. PRE-TENDER MEETING/ BRIEFINGS /SITE VISITS

A condition of tender is that the Principal representative undertakes a site visit at the premises of tenderers. This can be arranged via the Adelaide Shores Contact Person.

7. FORMAT, CONTENT AND SUBMISSION OF BIDS

You are requested to prepare your tender as stated the bid rules in addition to the following:

All Respondents are to use the response form format as per the response document in Part B – Specification.

8. CLARIFICATION

If there are parts of the document you do not understand, you should contact the nominated Contact Officer detailed in the bid document prior to the last queries date.

The Last Queries Date is 12 noon, Friday 26th February 2010

9. TENDER SUBMISSION

The Tender Closing Time is Friday 26th February 2010 at 4 pm.

The Tender should be prominently endorsed with the nominated tender number and the nominated closing date, enclosed in a sealed envelope prominently marked **“Tender for Adelaide Shores Resort Holiday Unit refurbishment 2009/2010:331”** and posted or delivered to the tender submission delivery address by the required closing time.

All tender responses must be sent in a sealed envelope or package by Registered Post, or delivered by hand to:

“Tender Box”
Adelaide Shores PO Box 69, Glenelg, SA 5045

Paper copies must include an electronic copy of the tender on CD-ROM, together with an Original and two (2) unbound duplicates of the response. Paper copies must be numbered “Original”, “Copy No. 1”, “Copy No. 2”.

10. EVALUATION PROCESS

Tenders will be evaluated for full compliance with any mandatory requirements identified in the Statement of Requirement and/or Specifications:

Tenderers are reminded that any requirements identified as mandatory are considered to be of fundamental importance to the satisfactory delivery of the goods and/or service, and a fully compliant response is required.

10.1. Evaluation Criteria

This following list of specific criteria is not extensive but is indicative of what may be considered:

- Demonstrated ability to provide the goods or services;
- Methodology or project management experience;
- Proposed personnel or capability of staff;
- Ability to manage risk;
- Pricing; and
- Compliance with stated contract conditions.

10.2. Tender shortlist process

The Principal reserves the right to short-list a limited number of tenderers, based on its initial value-for-money assessment, and continue detailed evaluation of this smaller group of tenderers to the exclusion of all others.

10.3. Secondary evaluation process

There are occasions when a secondary evaluation process is required. The Principal may request presentations by tenderers, where appropriate, of your bid but need not make the same request of all tenderers. This may occur as a part of the original plan or be necessary to differentiate between short listed submissions.

A secondary process may include, but not be limited to:

- Presentation of the intended project / methodology;
- Clarification of particular aspects of the submission;
- Additional information on some aspect of the tender;
- Responses to additional requirements; or
- Negotiations on personnel, project delivery, milestones and price.

Short listed suppliers will be notified of the secondary process.

11. AGENCY SPECIFIC SPECIAL AMENDMENT TO CONTRACT TERMS AND CONDITIONS

The following agency specific contract terms and conditions are to be read with the Standard Contract Terms and Conditions and will take precedence over the standard clauses to the extent explicitly specified.

New Clause for Contract Terms and Conditions	Relates to clause of Contract Terms and Conditions	Text of additional clauses
1		Nil at present
2		
3		



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Military Rd, West Beach SA 5024

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BID RULES

Version 1.1

July 2009

NOTE: The Bid Rules apply unless otherwise stated in the invitation documents

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1. **PROCUREMENT PROCESS**

This procurement process does not give rise to or amount to a process contract whether a tender is submitted in response to this Invitation or not. (A process contract means a contract about the tendering process.)

After considering any responses submitted in accordance with these Bid Rules, the Principal will decide whether or not to enter into negotiations with one or more preferred tenderers.

2. **BRIEFINGS/SITE VISITS**

If the Principal considers it necessary, the Principal may conduct briefings and / or site visits in relation to this process.

The Principal will advise in the Part A the Invitation if the tenderers attendance at a briefing or site is a prerequisite for submitting compliant tenders.

The Principal may also require a tenderer to inspect or visit a site for the purpose of examining and understanding the requirement prior to tendering.

3. **CLARIFICATION**

Until the Last Queries Date (refer Invitation) you may seek clarification of any matters relating to this Invitation by directing enquiries to the Contact Person.

You may expect that in response to a query submitted before that date the Principal will either provide an answer or provide written notice that no answer is given.

The Principal reserves the right to inform all other tenderers of the question or matter raised and the response given, but may at its discretion choose not to do so.

4. **FORMAT, CONTENT AND SUBMISSION OF BIDS**

The Principal expects that the tender:

- will be completed by the tenderer using the response templates provided by the Principal;
- will be in English;
- will be appropriately endorsed by an authorised officer of the tenderer, with any alterations, measures or prices clearly and legibly stated and any alterations initialled;
- will quote prices in Australian dollars;
- will quote prices that are inclusive and, in relation to GST, will state where the GST is applicable and shall show that amount separately; and
- will comprise 2 hard copies (one original and one copy, marked original and copy) and one copy in an electronic format.

A tender will be considered to have been delivered when actually received at the address specified in Invitation to Tender, whatever the mode of delivery. Tenders may be posted, but tenderers take the risk of any loss or delay in the course of the post.

5. **CONSORTIUM RESPONSES**

If a tenderer submits a bid in conjunction with any other person, or with the intention of acting, in future, in conjunction with any one or more other persons (“group members”) in relation to this process the following applies:

- The Principal expects that a tenderer will provide a description of the proposed legal structure and relationships that are proposed between tenderers and group members; and
- The Principal expects that tenderers will nominate one person as the preferred contact person for their company and all group members.

6. **PRESENTATION BY THE TENDERERS**

The Principal may request presentations by tenderers, where appropriate, of your bid but need not make the same request of all tenderers.

7. **PROBITY**

The Principal expects that you will:

- declare any actual or potential conflict of interest;
- not seek to employ or engage the services of any person who has a duty to the Principal as an adviser, consultant or employee in relation to this process;
- not collude with any potential tenderer;
- comply with all laws in force in South Australia applicable to the process including the *Trade Practices Act 1974* (Cth);
- disclose whether acting as agent, nominee or jointly with another person and disclose the identity of the other person;
- not offer any incentive to, or otherwise attempt to influence, any employee of the Principal or any member of an evaluation committee at any time; and
- not make any news releases or responses to media enquiries and questions pertaining to this process without the Principal’s written approval.

If you act contrary to these expectations, the Principal reserves the right (regardless of any subsequent dealings) to:

- terminate negotiations;
- terminate consideration of your bid; and

- terminate any contract between you and the Principal in relation to the Project without any obligation on the Principal to make any payment to you.

8. **RESERVATION OF RIGHTS**

The Principal reserves the right to:

- invite any person or entity to submit a bid;
- extend the bid closing date;
- vary the Statement of Requirement and/or the Specifications at any time, subject to the Principal first giving each tenderer the opportunity to respond to the variations;
- allow a tenderer to change its bid before the completion of evaluation of tenders, but only if the same opportunity is given to all tenderers;
- consider a bid submitted other than in accordance with these Bid Rules;
- consider an incomplete bid;
- abandon this invitation process at any time;
- clarify any aspect of a bid after the closing date;
- seek the advice of external consultants to assist the Principal in the evaluation or review of bids;
- make enquiries of any person or entity to obtain information about the tenderer and its bid;
- seek information from any tenderer;
- following evaluation of bids, invite revised bids from one or more tenderers;
- following evaluation of bids, negotiate with one or more tenderers;
- negotiate with a tenderer for the provision of any part of the requirement, and to negotiate with any other tenderer with respect to the same or other parts of the requirement, and to enter into one or more contracts for all or any part of the requirements;
- enter into negotiations with any other person or entity who is not a tenderer;
- discontinue negotiations at any time with any tenderer; and
- propose revised or replacement contract terms at any stage in this procurement process in substitution for, or in addition to, the terms and conditions included.

9. **PRINCIPAL'S EXPECTATIONS**

The Principal expects that if you submit a bid:

- you have the necessary skills, knowledge and experience to comply with the Statement of Requirements and/or Specifications;
- you have fully informed yourself of all facts and conditions relating to this process and the Statement of Requirements and/or Specifications; and
- all prices submitted will be fixed (unless otherwise specifically indicated).

10. TENDERERS' EXPECTATIONS

Tenderers can expect that the Principal will:

- preserve the confidentiality of your confidential information (subject to rule 11 concerning confidentiality);
- afford every tenderer the opportunity to compete fairly;
- subject to the Principal's right to terminate this process, consider a bid which is submitted in accordance with these Rules by a tenderer who has:
 - complied with the Principal's expectations as to probity;
 - provided the information required in this stage of the process as set out in this Invitation; and
 - co-operated with bid rules.

11. CONFIDENTIALITY

You and the Principal may disclose information to any consultant engaged for the purpose of this process if the consultant is required to preserve the confidentiality of that information.

Information supplied by or on behalf of the Principal is confidential to the Principal and you are obliged to maintain its confidentiality.

The Principal understands the need to keep commercial matters confidential in appropriate circumstances, but reserves the right to disclose some or all of the contents of your bid if required to do so by a constitutional convention or in order that the relevant Minister may discharge their duties and obligations to Parliament and the South Australian Government. Any condition in a bid that purports to prohibit or restrict the Minister's right to make such disclosures cannot be accepted.

12. COPYRIGHT

By submitting a bid, you will be taken to:

- license the Principal to reproduce for the purposes of this process the whole or any portion of the bid despite any copyright or other intellectual property right that may subsist in the bid; and
- transfer ownership in the documents and any other materials constituting the bid to the Principal.

13. WARNING - STATE SUPPLIED INFORMATION

The Principal makes no promise or representation that any factual information supplied in or in connection with this process is accurate. Information is provided in good faith. Tenderers may request the Contact Person to address the degree of accuracy that can be expected of particular items of information. Any such request should:

- be made before the Last Queries Date
- specify the item of information of particular interest
- explain why a level of accuracy in that information is material to your decision to submit a bid; and
- explain what level of accuracy would assist in your decision

On receiving such a request the Principal will determine in its absolute discretion if and to what extent it will assure any level of accuracy of the identified information or provide any requested additional information.

14. WARNING - THIRD PARTY SUPPLIED INFORMATION

The Principal does not warrant the truth or accuracy of material (source material) that is expressed to be provided by a third party. Accordingly, tenderers should independently verify third party provided source material and rely only upon their own opinions interpretation or conclusions based on source material.

15. COST OF PREPARATION OF BIDS

Tenderers are responsible for the cost of preparing and submitting a bid and all other costs arising out of the process.

16. GOVERNMENT CONTRACTING INFORMATION

EMPLOYMENT OF EX-GOVERNMENT EMPLOYEES

The Principal will not accept the services of any former public sector employee, either directly or through a third party, who has, within the last three years, received a separation package from the Government, where such engagement may breach the conditions under which the separation package was paid to the former public sector employee.

ENVIRONMENTAL CARE

Tenderers are encouraged to develop products and processes with due regard for environmental considerations. Environmental care involves the conservation of resources and raw material, priority to value-added products and services, energy efficiency, production of multiple use products, use of recycled materials, and reduction of both waste and waste disposal costs.

OCCUPATIONAL HEALTH, SAFETY AND WELFARE

The contractor selected (if any) is required to comply with the *Occupational Health, Safety and Welfare Act 1986* and the *Occupational Health, Safety and Welfare Regulations 1995*. The tenderer may be required to provide evidence of safety management records and systems on request by the Principal.

DISCLOSURE OF GOVERNMENT CONTRACTS

Tenderers are to be aware that if a contract is entered into, the Principal may disclose that contract and/or information in relation to it in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

SA GOVERNMENT CONTRACTING POLICY

The Government has a policy of ensuring that all persons who do work in South Australia under or in connection with any contract with an agency of the South Australian Government, whether employed by a contractor or any subcontractor, are employed on terms and conditions no less favourable than those contained in the relevant State Award, industrial instrument or collective agreement. A full statement of the policy is set out in Standard Terms and Conditions of Contract.

ALLOCATION OF RISK - LIABILITY

In accordance with Department of Treasury and Finance requirements, the Principal expects that there will be no limitation of liability in any contract, which may result from this Invitation except where the tenderer is a person or body to whom a scheme approved under the Professional Standards Act 2004 applies.

You are required to state whether you are prepared to agree with the Principal's position or not.

If you are not prepared to agree with the Principal's position, then you must include in your bid full details of the position on limitation of liability that you propose.

Any details provided by you in response to this requirement will be taken into account in the evaluation of your bid.

Where a scheme approved under the Professional Standards Act 2004 applies to you, you must include in your bid full details of such a scheme.

Where a scheme does not apply under the Professional Standards Act in relation to the engagement by a public authority of a supplier and it is intended that the liability of the supplier is to be limited in some manner, the following prescribed heads of liability must not be limited:

- for personal injury including sickness and death;
- for loss of or damage to tangible property;
- for infringement of intellectual property rights;
- for any liability to a third party arising from any negligent or wrongful act or omission of the supplier, its employees, agents or subcontractors, or arising from any breach of the supplier's contractual obligations to the public authority;

- for an intentional tort;
- for a breach of trust; and
- for fraud or dishonesty.