



Australian Government
Attorney-General's Department

REQUEST FOR TENDER

REF: 07/27901

TO

Undertake a engineering survey of Melbourne's CBD Precinct

FOR

THE COMMONWEALTH OF AUSTRALIA

represented by

ATTORNEY-GENERAL'S DEPARTMENT

21 January 2008

Table of Contents

PART ONE: INTRODUCTION	4
1 PRELIMINARY	4
STRUCTURE OF THE REQUEST FOR TENDER	4
SERVICES TO BE PROVIDED.....	4
CONTACT OFFICER.....	4
2 INDICATIVE TIMETABLE.....	5
PART TWO: CONDITIONS OF TENDER	6
1 TENDER BASIS	6
INTERPRETATION OF TERMS.....	6
INCONSISTENCY	6
VARIATION OF RFT	6
AUSTENDER – AUSTRALIAN GOVERNMENT TENDERING SYSTEM.....	6
PROTECTIVE SECURITY MANUAL	7
2 MATTERS CONCERNING TENDER LODGEMENT	8
PART TENDERS	8
JOINT TENDERS.....	8
ALTERNATIVE TENDERS.....	8
ALTERATIONS, ERASURES OR ILLEGIBILITY.....	8
COPIES OF TENDER.....	9
LODGEMENT OF TENDERS	9
EXTENSION OF TENDER CLOSING TIME.....	9
TENDER DELIVERY	9
3 MATTERS CONCERNING TENDER RESPONSE.....	10
VALIDITY PERIOD OF SUBMISSIONS.....	10
LANGUAGE OF SUBMISSIONS	10
SUBMISSION PREPARATION	10
IMPROPER ASSISTANCE.....	11
CONDITIONS FOR PARTICIPATION	11
MINIMUM CONTENT AND FORMAT REQUIREMENTS	11
ESSENTIAL REQUIREMENTS.....	11
STATEMENT OF COMPLIANCE.....	11
SUPPLIERS TO INFORM THEMSELVES.....	12
IMPORTANT NOTICE AND DISCLAIMER.....	12
THE ATTORNEY-GENERAL’S DEPARTMENT’S RIGHTS.....	13
COST OF TENDERING.....	14
OWNERSHIP OF TENDER DOCUMENTS.....	14
EXECUTION OF AGREEMENT	14
CONFIDENTIALITY	15
4 ASSESSMENT OF TENDERS.....	15
SUBMISSION EVALUATION.....	15
NO	15
CRITERIA.....	15
WEIGHTING	15
DEBRIEFING	16
5 MATTERS AFFECTING THE TERMS AND CONDITIONS OF CONTRACT	16
6 MATTERS AFFECTING FEES TENDERED	16
PRICE BASIS	16
CONFLICT OF INTEREST	17
7 AUSTRALIAN GOVERNMENT REQUIREMENTS	17

NON-AUSTRALIAN SUPPLIES POLICY.....	17
FREEDOM OF INFORMATION	17
DISCLOSURE OF CERTAIN INFORMATION.....	17
EQUAL OPPORTUNITY	18
AUSTRALIAN NATIONAL AUDIT OFFICE.....	18
PRIVACY	18
IDENTIFYING CONFIDENTIAL INFORMATION	19
E PAYMENT.....	20
ANNEX A – DECLARATION BY SUPPLIER.....	21
ANNEX B – CONDITIONS FOR PARTICIPATION.....	23
ITEM 1 - COMMERCIAL CONDITIONS.....	23
ITEM 2 - FINANCIAL CONDITIONS	23
ITEM 3 - TECHNICAL CONDITIONS	23
ITEM 4 - LEGAL CONDITIONS	24
ANNEX C – SELECTION EVALUATION.....	25
ITEM 1 - SERVICE REQUIREMENTS	25
ITEM 2 - SERVICE LEVELS	25
ITEM 3 - RELATIONSHIP MANAGEMENT.....	25
ITEM 4 - QUALITY CONTROL	25
ITEM 5 - IMPLEMENTATION/TIMEFRAME	25
ITEM 7 - SUB-CONTRACTORS	26
ITEM 8 - EXPERIENCE & REFERENCES	27
ITEM 9 - CONFLICT OF INTERESTS	27
ANNEX D – STATEMENT OF COMPLIANCE.....	28
ANNEX E – SUPPLIER'S PRIVACY STATEMENT.....	29
ANNEX F – PRICING.....	30
PART THREE: STATEMENT OF REQUIREMENT.....	31
PART FOUR: DRAFT CONDITIONS OF CONTRACT.....	37

PART ONE: INTRODUCTION

1 PRELIMINARY

Structure of the Request for Tender

1.1.1 This Request for Tender (RFT) by the Attorney-General's Department (hereafter referred to as the Department) invites submissions to conduct a engineering survey of Melbourne's CBD precinct. Submissions are to be provided in accordance with, and subject to, the conditions contained in this RFT.

1.1.2 The RFT comprises:

Part One:	Introduction
Part Two:	Conditions of Tender
Part Three:	Statement of Requirement, and
Part Four	Draft Conditions of Contract.

1.1.3 The Introduction provides background material and information concerning this project. Nothing in the Introduction shall be construed as a representation on the part of the Department, as to the Department's future conduct or project schedule. Where a conflict exists between the Introduction and any other part of this RFT, it shall be dealt with in accordance with clause 1.1.2 of Part Two (Conditions of Tender).

Services to be provided

1.1.4 The Department requires a supplier to undertake a engineering survey of Melbourne's CBD precinct over a three month period commencing in mid March 2008. Briefly, the survey is directed at gaining a better understanding of the nature of the buildings within the central Melbourne CBD precinct in respect of their vulnerability to a range of natural and man-made hazards. The work is focussed on architectural, structural and external building service elements that may be susceptible to certain threats.

1.1.5 The complete Statement of Requirement (SOR) is located in Part Three of this RFT.

Contact Officer

1.1.6 Suppliers should direct any questions arising during the preparation of a response to this RFT to:

Name: Monique Bowman
E-mail: CIPProcurements@ag.gov.au

1.1.7 All supplier inquiries must be via **email**, and the Department's answers, may be posted on Austender as an addendum, and distributed to other potential suppliers. The Department will not disclose the source of the inquiry, or reveal confidential information or the substance of a proposed submission.

2 INDICATIVE TIMETABLE

2.1.1 This timetable for evaluation, selection and implementation is indicative only, and is subject to change.

Process	Timeframe
RFT Released	25 January 2008
Tenders Close	2pm on 19 th February 2008
Evaluation and Negotiations	February – March 2008
Contract Execution	Mid March 2008
Commence Implementation	Mid March 2008

PART TWO: CONDITIONS OF TENDER

1 TENDER BASIS

Interpretation of Terms

- 1.1.1 Unless a contrary intention is indicated, this RFT is to be interpreted in the same manner, and its terms shall have the same meaning, as the draft Conditions of Contract at Part Four.

Inconsistency

- 1.1.2 If there is an inconsistency between any part of the RFT, a descending order of precedence shall be accorded to:
- (a) the Conditions of Tender
 - (b) the draft Conditions of Contract
 - (c) the Statement of Requirement, and
 - (d) the Introduction.

so that the provision in the higher ranked document shall, to the extent of the inconsistency, prevail.

Variation of RFT

- 1.1.3 The Department may amend the RFT upon giving suppliers timely written notice of such amendment.
- 1.1.4 The Department may terminate the tender process by notice in writing to suppliers.

AusTender – Australian Government Tendering System

- 1.1.5 AusTender is the Commonwealth's business opportunities website, located at www.tenders.gov.au. AusTender allows tenderers to download documentation electronically and receive email notification if an addendum to the RFT is issued. A supplier must first register with AusTender to do this (there is no fee).
- 1.1.6 Suppliers must register their contact details on the AusTender website (www.tenders.gov.au) and immediately download the RFT, even if the RFT was obtained from other sources.
- 1.1.7 Only suppliers who have registered via the AusTender website will be directly advised of any alteration, correction or notice in relation to this RFT. However, all alterations, corrections and notices will be available on AusTender and from the Contact Officer.
- 1.1.8 The Department accepts no responsibility if a supplier fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender website or from other information available from the Contact Officer.

1.1.9 Suppliers should note that it may be necessary for the Contact Officer to refer suppliers to the AusTender Help Desk for matters relating to technical or operational support requests associated with downloading information from the AusTender website.

1.1.10 All queries and requests for technical or operational support must be directed to the AusTender Help Desk:

AusTender Help Desk
Telephone: 1300 651 698
Email: tenders@finance.gov.au

1.1.11 The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding ACT and national public holidays).

Protective Security Manual

1.1.12 The Australian Government has determined the minimum standards and procedures that must be applied to functions that involve the generation, handling, storage, transfer or transmission of any information developed, received or collected by, or on behalf of, the Government, through its agencies and contracted providers ('Official Information').

1.1.13 In particular, Official Information must be:

- (a) handled with due care and in accordance with authorised procedures;
- (b) made available only to people who have a legitimate 'need-to-know' to fulfil their official duties or contractual responsibilities; and
- (c) released only in accordance with the policies, legislative requirements and directives of the Australian Government and the courts.

1.1.14 Suppliers should be aware of the Australian Government's requirements for the generation, handling, storage, transfer or transmission of Official Information.

1.1.15 To the extent that Official Information is classified as a security resource, the Australian Government requires the Department to ensure that people entrusted with security classified resources:

- (a) are eligible to have access;
- (b) have had their identity established;
- (c) are suitable to have access; and
- (d) are willing to comply with the standards that safeguard those resources against misuse.

1.1.16 Suppliers should understand and implement the 'need-to-know' principle and cooperate fully with the security clearance process.

1.1.17 The Department has an obligation to provide and maintain a safe and secure environment for the protection of Official Information, people who work for, or with, the Australian Government, and assets belonging to, or in the possession of, the Australian Government

(‘Official Resources’) and the performance of the Department’s functions. Suppliers should be aware of the Department’s requirements in this respect.

- 1.1.18 Suppliers, their key personnel and key advisers must comply with current Australian Government security policy in dealing with the information set out in, or issued with, this RFT.
- 1.1.19 Suppliers, their key personnel and key advisers must obtain the level of security clearance required by the Australian Government. Should a supplier fail to ensure that all required security clearances are obtained, or should any security clearance lapse or be revoked for any reason, the Australian Government will reject the submission submitted by that supplier.
- 1.1.20 Suppliers must avoid including security classified material in their submissions where possible. If this cannot be achieved, submissions containing security classified material must be prepared and lodged in accordance with the Australian Government Protective Security Manual as amended from time to time.
- 1.1.21 Where only part of a submission contains security classified content, that part may be segregated from the remainder of the submission for separate lodgement. However, both parts of the submission must be delivered by the closing time.

2 MATTERS CONCERNING TENDER LODGEMENT

Part Tenders

- 2.1.1 The Department will not consider a submission for part of the Services.

Joint Tenders

- 2.1.2 The Department will not consider joint submissions for the Services.

Alternative Tenders

- 2.1.3 Where a supplier submits an offer meeting the Statement of Requirement (SOR), the supplier may submit an alternative offer provided that the alternative offer:
 - (a) proposes a solution which satisfies the functionality of the SOR and any identified essential requirements
 - (b) clearly specifies each instance of change including on the submitted price, and
 - (c) clearly states the reasons for the change and how it might benefit the Department.
- 2.1.4 Failure to provide the information requested in clause 2.1.3 will result in the Department not considering the alternative submission.

Alterations, Erasures or Illegibility

- 2.1.5 Submissions containing alterations or erasures, and submissions in which prices or other information necessary for evaluation of the submission are not clearly and legibly stated, will be excluded from consideration. Any alteration made to a submission must be initialled by the supplier. If the Department considers that there are unintentional errors of

form in a tender, it may request the supplier to correct or clarify the error, but will not permit any material alteration or addition to the tender.

Copies of Tender

- 2.1.6 To assist the Department in the processing of submissions, suppliers are asked to submit an original and two copies of their submission and any supporting material. The original is to be marked "Original" and each copy sequentially marked with a copy number. In the event of any discrepancy between the copies and the original, the original is to take precedence.

Lodgement of Tenders

- 2.1.7 Submissions will be received until **2:00 PM** Australian Eastern Standard Daylight Savings Time on **19th February 2008** (the Tender Closing Time). The address for lodgement is:

**Tender Box
Attorney-General's Department
Ground Floor (foyer)
Robert Garran Offices
National Circuit
Barton ACT 2600
AUSTRALIA**

- 2.1.8 Submissions must be enclosed in a sealed envelope or other sealed container and clearly marked on the outside with the RFT reference number (which can be found on page 1 of this RFT) and the Tender Closing Time in order to minimise mishandling.
- 2.1.9 Submissions lodged after the Tender Closing Time will be taken to be "Late Tenders". Late Tenders will be opened and registered separately but will be excluded from the evaluation process, except if the late submission was delayed solely through mishandling by the Department.
- 2.1.10 Any decision by the Department on whether or not to admit a Late Tender to the evaluation process shall be final.
- 2.1.11 Should the supplier become aware of any discrepancy, error or omission in the submission, and the supplier wishes to lodge a correction or provide additional information, that material must be in writing and lodged prior to the Tender Closing Time.

Extension of Tender Closing Time

- 2.1.12 The Tender Closing Time may be extended by written notice from the Department. Any extension notice will be given the same distribution as the original Request for Tender.

Tender Delivery

- 2.1.13 Submissions may be delivered to the address specified in clause 2.1.7, by hand (by the supplier or the supplier's private agent) or sent via registered post. Facsimile transmissions and e-mail submission will not be accepted.
- 2.1.14 Where submissions are mailed, the Department's staff will place the submissions in the Tender Box. Suppliers submitting by mail do so at their own risk. Suppliers are encouraged to lodge submissions by hand.
- 2.1.15 In the event that it is unclear whether a submission was lodged prior to the Tender Closing Time, the onus is on the supplier to establish that the submission was lodged prior to the Tender Closing Time. The Department may require the supplier to provide proof of delivery. For this reason, suppliers should ensure that they have documentary proof of the delivery of submissions.

3 MATTERS CONCERNING TENDER RESPONSE

Validity Period of Submissions

- 3.1.1 The Department requires that submissions in response to this RFT remain open for acceptance for a period of not less than three (3) months after the Tender Closing Time. Suppliers shall state in the Declaration by Supplier at Annex A, any longer period for which its offer comprised in this submission remains valid for acceptance.

Language of Submissions

- 3.1.2 The submission, including all attachments and supporting material, is to be written in English with definitions provided for any industry terms used. Unless otherwise specified, measurement is to be expressed in Australian legal units of measurement. Further information on Australian legal units of measurement can be obtained from the National Institute of Measurement at <http://www.measurement.gov.au/>.

Submission Preparation

- 3.1.3 Suppliers are to complete and provide the information requested in this RFT, in the following format:
- (a) an Executive Summary of no more than 3 pages
 - (b) the Declaration by Supplier at Annex A
 - (c) the Conditions for Participation at Annex B
 - (d) the Selection Evaluation at Annex C
 - (e) the Statement of Compliance at Annex D
 - (f) the Supplier's Privacy Statement at Annex E, and
 - (g) the Pricing at Annex F.
- 3.1.4 Where clauses in this RFT require information to be provided by the supplier, this information is to be included in the relevant section of Annex C, or incorporated in the Statement of Compliance at Annex D.

- 3.1.5 Supporting documentation may be provided to enhance the proposal contained in the submission, however, it should be provided in the tender format at clause 3.1.3. Supporting documentation must be provided before the Tender Closing Time. Any supporting documentation which, in the opinion of the Department, materially alters the submission will not be admitted to the evaluation.
- 3.1.6 Suppliers should ensure that the submission is complete, and contains clear and concise responses to all matters identified in this RFT. Failure to provide the information requested and in the form required by this RFT will lead to the tender being set aside for incompleteness. The Department may provide potential suppliers with opportunities to correct unintentional errors of form.

Improper Assistance

- 3.1.7 Suppliers shall not use the improper assistance of employees or former employees of the Australian Government, or information unlawfully obtained from the Australian Government, in compiling their submissions. The Department will set aside a submission which has been compiled with such improper assistance or unlawfully obtained information.

Conditions for Participation

- 3.1.8 Suppliers must address and satisfy each of the conditions for participation at Annex B.
- 3.1.9 The Department will exclude a submission from further consideration if the Department considers that the supplier does not satisfy the conditions of participation.

Minimum content and format requirements

- 3.1.10 The Department may exclude a submission from further consideration if the Department considers that the submission does not comply with the following requirements:
- (a) met any minimum content and format requirements in RFT
 - (b) includes details, at Annex C of any known circumstances which may give rise to either an actual conflict or perception of conflict of interest with the Attorney-General's Department and their proposed method of managing each issue.
 - (c) includes details, at Annex B demonstrating awareness of the Australian Government's requirements for the generation, handling, storage, transfer or transmission of Official Information, see clauses 1.1.12 to 1.1.14.

Essential Requirements

- 3.1.11 The Department will exclude a submission from further consideration if the Department considers that the submissions does not comply with an essential requirement identified in the Service Requirements described in Part 3.

Statement of Compliance

- 3.1.12 Suppliers are to state at Annex D their compliance or otherwise with each clause of the RFT including the Conditions of Tender and the Statement of Requirement. Responses

are to be in the order in which the clauses appear and refer to the relevant clause number, Schedule or Attachment. Non-committal terms such as “noted” should not be used. Responses are to be limited, wherever possible, to the following expressions:

- (a) “complies” means:
 - (i) in the case of a clause which imposes a contractual condition, that the condition is agreed to
 - (ii) in the case of a clause which specifies a characteristic or performance to be met by the Service provided, that the supplier is to provide the requirement as specified
 - (iii) in the case of a clause which is of an informative nature only, that the clause has been read, understood and is agreed, or
 - (iv) in the case of a clause where information has been requested, that the information has been provided in the required level of detail and in the required format, and
- (b) “does not comply” – means that the contractual condition, characteristic or performance requirement of the clause cannot or will not be met by the supplier.

3.1.13 Where a submission does not comply with a particular clause, the manner and extent of non-compliance, including implications for any proposed contract, is to be stated at Annex D. The supplier is to provide separately a summary list of clauses in respect of which there is non-compliance, including, where practicable, details of any amendments proposed, or alternative clauses considered suitable for the requirement.

Suppliers to Inform Themselves

3.1.14 Suppliers shall be deemed to have:

- (a) examined the RFT, any documents referenced herein, and any other information made available in writing by the Department to suppliers for the purpose of lodging a submission, and
- (b) satisfied themselves as to the correctness and sufficiency of their submission, including submitted prices.

Important Notice and Disclaimer

3.1.15 This RFT, including any information issued or to be issued by or on behalf of the Department in relation to or in connection with the RFT (hereafter referred to as Information), is issued by the Department representing the Commonwealth of Australia.

3.1.16 This RFT is not an offer to enter into a contract, or any sort of recommendation, nor does it include any investment or tax advice.

3.1.17 This RFT contains information concerning the Department and its Services needs. It has been prepared for the sole use of Suppliers in deciding whether to proceed with a submission or undertake further investigation of the opportunity. The Department has provided the information it considers necessary to enable suppliers to make submissions, however the RFT does not, purport to contain all the information that an interested supplier would desire, or require, to assess the opportunity for the provision of Services.

3.1.18 The Department, its officers, employees, agents and advisers:

- (a) make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct
- (b) do not represent that they apply any expertise on behalf of any supplier or any other interested party
- (c) accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing any reliance on the contents of this RFT or other Information provided by or on behalf of the Department, and
- (d) assume no duty of disclosure or fiduciary duty to any interested party.

3.1.19 Each supplier should independently satisfy itself as to the accuracy of this RFT, including the Information, and should conduct its own enquiries, investigations, analysis and appraisal of, and should seek appropriate professional advice about this RFT including:

- (a) the Information
- (b) the Services to be provided, and
- (c) any assumptions, uncertainties and contingencies which may affect the Department's future business.

3.1.20 Neither the delivery of this RFT, nor any other agreement made on the basis of this RFT may, under any circumstances, be taken to create an implication that there has been, or will be, no material change in the affairs of the Department as and from the date of issue of this RFT.

3.1.21 Unless identified in this RFT, there is no obligation on the part of the Department to any supplier in respect of any submission a supplier has made or may make prior to the execution of a formal Services Contract, and no agreement concerning the matters in this RFT unless, and until, a definitive Contract is executed.

3.1.22 The provisions of this important notice and disclaimer apply in relation to this RFT and any other information provided.

3.1.23 The Attorney-General's Department reserves copyright in this RFT.

The Attorney-General's Department's Rights

3.1.24 Without limiting its rights at law or otherwise, the Department may:

- (a) vary this RFT, as the Department considers appropriate
- (b) terminate this RFT
- (c) terminate further participation in the RFT process by any supplier where their submission is clearly uncompetitive, regardless of whether the submission conforms with the requirements of this RFT
- (d) terminate any negotiations being conducted at any time with any supplier for any reason
- (e) require additional information or clarification from suppliers
- (f) negotiate with one or more supplier(s)

- (g) call for new submissions
- (h) reject any submission that does not comply with the conditions for participation or minimum content and format provisions of this RFT
- (i) waive or vary any obligation of any supplier under a Contract
- (j) delete or exclude any Services to be acquired by the Department
- (k) publish the names of supplier(s) (whether successful or unsuccessful), or
- (l) allow a related body corporate within the meaning of the *Corporations Act 2001*, or another entity, to take over a Tender in substitution for the original supplier.

3.1.25 The Department may forward any clarification of the meaning of the content of this RFT to all known suppliers on a non-attributable basis and without disclosing confidential supplier information.

Cost of Tendering

3.1.26 The Department shall not be responsible for any costs or expenses incurred by suppliers in complying with the requirements of this RFT.

Ownership of Tender Documents

3.1.27 Suppliers acknowledge that the Department must retain all documents submitted in response to this RFT to enable evaluation of submissions and to comply with obligations relating to accountability and record keeping. Accordingly, suppliers submit documents in response to this RFT on the basis that they will become the property of the Department and that the Department may use the information contained in those documents for submission evaluation purposes, negotiations and the preparation, administration or management of any subsequent contract, and may copy the documents for these purposes.

3.1.28 Suppliers should note that the Department may provide the submission documentation, or any part thereof, to a third party for the purposes of assisting the Department in submission evaluation, negotiations and the preparation of any subsequent contract.

3.1.29 Notwithstanding clause 3.1.27, and without prejudice to anything agreed in any subsequent contract, ownership of the Intellectual Property in the information contained in the submission documents shall remain vested in the person with the original ownership of that Intellectual Property.

3.1.30 Suppliers should also note the provisions of the *Freedom of Information Act 1982* and the commercial confidentiality aspects of this RFT. Matters or items which are commercial in confidence should be clearly identified as such.

Execution of Agreement

3.1.31 These Conditions of Tender are expressly not a contract between the Department and potential suppliers. Nothing in this Request for Tender, nor in any submission received, shall be construed as to give rise to contractual obligations, express or implied. No contract shall be created in relation to a submission until a formal contract is executed between the Department and the supplier.

Confidentiality

3.1.32 The supplier shall not make any public statements in relation to this RFT or any subsequent agreement arising from this RFT without the prior written permission of the Department.

4 ASSESSMENT OF TENDERS

Submission Evaluation

4.1.1 Submissions will be assessed to determine the submission representing the overall best value for money consistent with Australian Government procurement policies (including the Department's Chief Executive's Instructions, etc).

4.1.2 The Department will evaluate submissions on the basis of best value for money. Subject to clause 4.1.1, the following evaluation criteria will be used:

No	Criteria	Weighting
1	Proposed Service Delivery Solution	10
2	Technical and Management Capability	40
3	Experience and Demonstrated Expertise	35
4	Client Focus	15
5	Price	Unweighted
6	Financial Viability and Organisational Stability	Unweighted
7	Statement of Compliance	Unweighted
8	Adherence to Draft Contract	Unweighted

4.1.3 Suppliers should note that the list of criteria is exhaustive towards evaluation.

4.1.4 The Department may use any relevant information obtained in relation to a submission, either through the tender process or by independent inquiry, in the evaluation of submissions.

- 4.1.5 Submissions which are incomplete, or clearly not competitive against any criterion or all criteria, may be excluded from consideration.
- 4.1.6 The lowest priced submission will not necessarily be accepted by the Department.
- 4.1.7 The Department may seek clarification of submissions in relation to any ambiguity or uncertainty, or unintentional errors of form. The Department may visit the facilities of suppliers and their proposed contractors to clarify parts of submissions.

Debriefing

- 4.1.8 All unsuccessful suppliers will be notified of the result of the RFT process and may request the Department to provide reasons why its submission was not successful. Suppliers may be invited to attend a private debriefing with the Department to discuss the reasons for their non-selection. Suppliers will be debriefed against the evaluation criteria contained in clause 4.1.2. In accordance with Australian Government policy, unsuccessful suppliers will only be provided with the name of the successful supplier and the total price of the submission. No comparisons with other submissions will be made.

5 MATTERS AFFECTING THE TERMS AND CONDITIONS OF CONTRACT

- 5.1.1 The draft Contract at Part Four of this RFT represents the preferred terms and conditions on which the Department wishes to contract with the successful supplier.

6 MATTERS AFFECTING FEES TENDERED

Price Basis

- 6.1.1 All fees and charges are to be submitted, and the Department will make contractual payments, in Australian dollars.
- 6.1.2 The supplier must provide details of those fees and charges which can, where possible, be firm for the Term of the Contract, and those fees and charges which will be variable throughout the Term of the Contract. The supplier shall submit fees for the Service in accordance with Annex F of these Conditions of Tender.
- 6.1.3 Submitted fees are to be inclusive of all costs of complying with the Conditions of Tender and associated with providing the Service and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contract. Fees and charges offered in the submission may not be modified during submission evaluation.
- 6.1.4 The supplier will be responsible for all overseas taxes, duties and charges and all Australian (Federal, State and Local Government) taxes, duties and charges levied or imposed on the supplier.
- 6.1.5 All suppliers should be aware that from 1 July 2000 a Goods and Services Tax (GST) is applicable to all goods and services which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).

- 6.1.6 Suppliers should state whether they are registered for GST at Annex F. The supplier must provide details of any supplies which are ‘taxable supplies’ within the meaning of the GST Act, and their approach to pricing for these supplies. Where GST may be applicable to supplies which are a ‘taxable supply’, suppliers are requested to separately identify the amount of GST payable on those supplies.

Conflict Of Interest

- 6.1.7 Suppliers must include details, at Annex C of any known circumstances which may give rise to either an actual conflict or perception of conflict of interest with the Attorney-General’s Department and their proposed method of managing each issue.
- 6.1.8 Where no conflict exists, the supplier must explicitly so state.
- 6.1.9 If at any time prior to entering into a Services Contract for the Services, an actual or potential conflict of interest arises or may arise for any supplier, that supplier must immediately notify the Department in writing.
- 6.1.10 If a conflict of interest arises, the Department may:
- (a) enter into discussions to seek to resolve such conflict of interest, or
 - (b) disregard the submission submitted by such a supplier, or
 - (c) take any other action, as it considers appropriate.

7 AUSTRALIAN GOVERNMENT REQUIREMENTS

Non-Australian Supplies Policy

- 7.1.1 The Department is committed to sourcing at least 10 per cent of its purchases from Small and Medium Enterprises (SMEs). SMEs are Australian and New Zealand firms with fewer than 200 full time equivalent employees. Suppliers should identify SME involvement in their submissions where appropriate.

Freedom of Information

- 7.1.2 The *Freedom of Information Act 1982* gives to members of the public rights of access to official documents of the Australian Government and its agencies. The Act extends, as far as possible, the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

Disclosure of Certain Information

- 7.1.3 Suppliers should also be aware that Australian Government regulations require the person who enters into a contract on behalf of the Australian Government for procurement of services exceeding \$10,000 to publish certain identifying details of the contract.
- 7.1.4 Suppliers should also be aware that, in accordance with Senate Order relating to disclosure requirements about contracts of \$100,000 or more, the Department is required

to publish certain identifying details of the contract on the Internet with access through its website.

- 7.1.5 Individuals who provide submissions should indicate whether they consent in writing to the details of any resultant contract (including their name and value of contract) being published.

Equal Opportunity

- 7.1.6 Suppliers' attention is drawn to the obligation of certain employers under the *Equal Opportunity for Women in the Workplace Act 1999* ("the Act").
- 7.1.7 The Australian Government has directed its employees not to purchase goods or services from suppliers who do not comply with their obligations, if any, under the Act. It will be a term of the Contract with the successful supplier that it complies with its obligations, if any, under the Act. A further term of the Contract will be that the supplier does not enter into a contract, under that Contract, with a non-complying supplier.
- 7.1.8 Suppliers must include details, at Annex B, of their compliance, and that of sub-contractors, with the Act.

Australian National Audit Office

- 7.1.9 Suppliers' attention is drawn to the *Auditor-General Act 1997* which provides the Auditor-General or an authorised person with statutory powers to have, at all reasonable times, access to information, documents and records. The successful supplier will be required to provide the Auditor-General, or his delegate, with reasonable access to information, documents and records, which are directly related to any contract entered into as a result of this RFT, for the purpose of carrying out the Auditor-General's functions. The access will be required at reasonable times, on giving reasonable notice, for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the supplier, its employees, agents or contractors, and which is directly related to the contract entered into as a result of this RFT.
- 7.1.10 Tenderers are advised that similar rights are also granted to the Privacy Commissioner.

Privacy

- 7.1.11 Suppliers' attention is drawn to the provisions of the *Privacy Act 1988*, and in particular, the Information Privacy Principles (IPPs) set out in section 14 of that Act. The successful tenderer will be expected to comply with the IPPs in relation to Personal Information held or controlled by it in connection with any contract as a result of this RFT. There are obligations on private sector organisations in respect of the collection, storage and handling of personal information.
- 7.1.12 In this RFT, "Personal Information" has the same meaning as it has in the *Privacy Act 1988*.
- 7.1.13 Suppliers must provide details at Annex E (Supplier's Privacy Statement).

Identifying Confidential Information

- 7.1.14 The Department operates within a governance and accountability framework established under legislation which requires it:
- (a) to ensure openness and transparency through a public reporting process. Suppliers' attention is drawn to Australian Government disclosure requirements that arise under Australian Government legislation and policy including the *Freedom of Information Act 1982*, the *Financial Management and Accountability Act 1997* and the Senate Order relating to disclosure requirements about contracts which provide for consideration to the value of \$100,000 or more
 - (b) to allow for external scrutiny, for example by the Auditor-General and the Ombudsman, and
 - (c) on behalf of Ministers, to provide information to the Parliament of Australia, acting through its committees.
- 7.1.15 Because of the accountability imperatives outlined above, the Department is required to promote disclosure of information relating to tendering or contractual arrangements it enters into to the maximum extent possible, and to minimise use of confidentiality clauses to protect this information from scrutiny and assessment for the purposes of government accountability.
- 7.1.16 Accordingly, suppliers are asked to identify any information they will be providing to the Department, either during the submission process, during contract negotiations or during the currency of any agreement that is in operation between the parties, that they consider should be protected as confidential information, and provide legally sustainable reasons why this information should be protected, as confidential information.
- 7.1.17 The Department will consider the supplier's request, and agree with the supplier (or Contractor) on what information will be protected as confidential information under the agreement. Changes or additions to information referred to in the agreement as confidential information may be made by agreement in writing between the Department and the Contractor from time to time.
- 7.1.18 Suppliers are notified that rights to access information in, and related to, contracts exist under a range of legislation including:
- (a) *Freedom of Information Act 1982*
 - (b) *Auditor-General Act 1997*, and
 - (c) *Ombudsman Act 1976*.
- 7.1.19 Parliament and the courts also have legal rights to access a wide range of information and there are no areas in connection with the expenditure of public funds where any person has a discretion to withhold details or explanations from the Parliament or its committee unless the Parliament has expressly provided otherwise.
- 7.1.20 Suppliers are also notified that there are a range of provisions in Australian Government legislation (eg *Privacy Act 1988* and *Public Service Act 1999*) that require the Department's personnel to protect certain information.

7.1.21 Potential Suppliers should obtain, and will be deemed to have obtained, their own independent legal advice on this matter in responding to this Request for Tender.

E Payment

7.1.22 The Australian Government's requirement is for Australian Government Agencies to effect payments to its suppliers via electronic funds transfer direct to supplier's bank accounts. Unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas, the Department will only contract with a preferred supplier on the basis that, all payments made pursuant to any Agreement resulting from this RFT, will be made available by the Department through electronic funds transfer directly into the supplier's bank account. Suppliers must state their ability to comply with this method of payment to provide necessary bank details, or indicate the exceptional circumstances to apply to them.

ANNEX A – DECLARATION BY SUPPLIER

[...SUPPLIERS TO INSERT NAME...] A.C.N/A.B.N/A.R.B.N [...SUPPLIERS TO INSERT A.C.N/A.B.N/A.R.B.N...] (if any) agrees to provide the services solicited by the Request for Tender No [^]**insert RFT reference number**[^] at the fees and charges tendered and, subject to the Statement of Compliance.

Acceptance

This submission remains open for acceptance until [..SUPPLIERS TO INSERT DATE..], being [...SUPPLIERS TO INSERT PERIOD..] months from the tender closing time. (Refer clause 3.1.1. of Conditions of Tender).

Improper Assistance

This submission has been compiled without the improper assistance of employees or former employees of the Attorney-General's Department, and without the use of illegally obtained information.

REGISTERED OFFICE OR OTHER
ADDRESS OF SUPPLIER:

POSTAL ADDRESS

.....
.....

.....
.....

TELEPHONE:

FACSIMILE:

.....

.....

Signature of supplier or person authorised to make submission on behalf of the supplier. (Note: if made on behalf of supplier details of the official position held should be included such as Director, Manager etc.)

SIGNATURE:

DATE OF SIGNATURE:

.....
NAME (Block Letters):

.....
POSITION HELD:

.....

.....

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

.....

.....

NAME (Block Letters):

.....

.....

Supplier's contact details:

Contact details of a person authorised to represent the supplier's organisation for the purposes of:

- (a) any enquiries relating to the preparation of the response to this RFT

NAME:(Block Letters):

PHONE:

.....

.....

TITLE:

FACSIMILE:

.....

.....

ADDRESS:

E MAIL:

.....

.....

- (b) negotiations in relation to any contract as a result of this RFT, and

NAME:(Block Letters):

PHONE:

.....

.....

TITLE:

FACSIMILE:

.....

.....

ADDRESS:

E MAIL:

.....

.....

- (c) supplier executive nominated to receive correspondence/enquiries.

NAME:(Block Letters):

PHONE:

.....

.....

TITLE:

FACSIMILE:

.....

.....

ADDRESS:

E MAIL:

.....

.....

ANNEX B – CONDITIONS FOR PARTICIPATION

SCHEDULE OF INFORMATION TO BE PROVIDED BY SUPPLIERS

Item 1 and Item 2.2-4 are considered essential to the Department RFTs:

Item 1 - Commercial Conditions

- 1.1 Suppliers are to provide sufficient information to enable the Department to clearly identify the entity with whom it will contract. Suppliers are to provide details of their corporate structure with an emphasis on those elements of the structure which would be accepting corporate responsibility for the conduct of the Contract. Suppliers must provide details of:
- (a) the suppliers full name, any trading or business name, and registered office
 - (b) for a non-Australian company, details of its registration, incorporation and place of business
 - (c) for an Australian company, its ACN and ABN
 - (d) any matter relating to the commercial capacity of the supplier which can materially affect the supplier's ability to perform its obligations under any resultant contract, and
 - (e) a profile of the supplying company or contracting entity, any parent company and any relevant subsidiary company or major contractor, which will be providing the Services set out in the Statement of Requirement directly to the Department.

Item 2 - Financial Conditions

- 2.1 Suppliers are to provide sufficient information to enable the Department to clearly identify that the supplier meets financial conditions, including minimum levels of financial assurance in terms of scale or financial viability, in particular suppliers must provide proof that they possess adequate levels of liquidity and solvency.
- 2.2 Suppliers must state whether they are currently insured in respect of the requirements of the Draft Contract applying to the tendered work.
- 2.3 If a Supplier is not so insured the supplier must identify the policy cover and the insurance provider(s) the supplier proposes to use for the Contract.
- 2.4 Suppliers must state their ability and willingness to comply with the government's e-payment requirements and furnish necessary bank details or indicate the exceptional circumstances to apply to them.

Item 3 - Technical Conditions

- 3.1 Suppliers are to provide sufficient information to enable the Department to clearly identify the technical or operational skills, facilities or capabilities of the supplier, in particular suppliers must provide:
- (a) a brief overview of technical or operational skills.
 - (b) a brief overview of the number, location and technology employed at facilities where these skills are employed, and

- (c) a brief description of how management ensures the most efficient use of capabilities available from this mix of technical skills and facilities

Item 4 - Legal Conditions

- 4.1 Suppliers are to provide sufficient information to enable the Department to clearly identify that the supplier meets legal requirements, in particular suppliers must provide proof that they possess professional accreditation or registration.
- 4.2 Suppliers are to provide a brief description of how they comply with PSM requirements (see clauses 1.1.12 – 1.1.14 of Part 2 of the RFT)
- 4.3 Suppliers are to indicate whether they are currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999*. Where sub-contractors have been specified in the submission, suppliers are to indicate whether the contractors are named as not complying with the aforementioned Act.
- 4.4 Supplier's should indicate the submission information and contract clauses that they would wish to see protected by commercial confidentiality provisions (see clause 7.1.16, Part Two of the RFT).

ANNEX C – SELECTION EVALUATION

SCHEDULE OF INFORMATION TO BE PROVIDED BY SUPPLIERS

Item 1 - Service Requirements

- 1.1 Suppliers must provide a statement expressing their understanding of the Department's service requirements within a Australian Government context.
- 1.2 Suppliers must provide a detailed description of how they propose to deliver the service requirements in accordance with the Statement of Requirement (attached at Part Three)
- 1.3 Suppliers may also submit details of services, fees and service-specific terms and conditions not specifically requested by the Department in the Statement of Requirement or at Annex F, but which, in the supplier's opinion, will be of value to the Department.

Item 2 - Service Levels

- 2.1 The Statement of Requirement at Part Three may set out specific Service Level requirements against a number of service items. Suppliers are requested to indicate whether they would be prepared to comply with these requirements or offer other Service Levels (including any additional costs in relation to the application of Service Levels) and incorporate those in any contract entered into as a result of this RFT.
- 2.2 Suppliers should state how they propose to measure, establish, maintain and report to the Department on agreed Service Levels that would ensure the Department receives satisfactory service.

Item 3 - Relationship Management

- 3.1 Suppliers are requested to provide an outline of their approach to management of the client/provider relationship with a particular focus on the ongoing functions and activities undertaken to establish a good understanding of the Department's needs and ensure that the Services and products are made available and, as appropriate, tailored to the Department's needs.
- 3.2 Suppliers are to provide details of the key personnel (including location) who will be assigned to manage the relationship with the Department and specify the person primarily responsible for day-to-day contact with the Department. Include a brief resume for each of these people.

Item 4 - Quality Control

- 4.1 Suppliers should provide details on their Quality Control plans and systems, including details on how they would ensure the Department receives satisfactory services.

Item 5 - Implementation/Timeframe

- 5.1 The Department has set a target date to implement the Service by 21st March 2008. Suppliers should provide details of their proposed implementation plan consistent with this target date, including estimated time frames, critical milestones, decision points and

indicative costs, should the supplier be awarded a contract as a result of this RFT. This implementation plan should detail the supplier's proposed support structure and approach, as well as an outline of the level of commitment required from the Department to enable implementation.

- 5.2 The Department will require transition of the provision of services and material supplied from the supplier back to the Department.

Item 6 - Specified Personnel

- 6.1 Suppliers must provide details of the key personnel they intend to utilise in the provision of the Services, as follows:
- (a) Resumes of persons undertaking the services
 - (b) Proof of professional accreditation
- 6.2 Tenderers shall provide CVs of all staff they propose to deploy in the survey effort. If subsequently new staff members are substituted, CV's for each staff shall be submitted to the Department for prior approval.

Item 7 - Sub-Contractors

- 7.1 Suppliers must provide details of any contractors that the supplier proposes to use to deliver services directly to the Department under the Contract. Such detail shall include (for each proposed contractor) the name and ACN, ARBN and/or ABN of the company, the elements of work to be contracted, and the significance of the work.
- 7.2 The Department, at its absolute discretion, reserves the right to reject any contractor proposed in the submission, and require the supplier to propose an appropriate alternative contractor in the rejected contractor's place.

Item 8 - Experience & References

- 8.1 Suppliers should provide the names of at least two other organisations to which the tenderer has provided services of a similar nature and scope to those required by the Department. Please provide the name and contact details of persons in these organisations who may be contacted and are prepared to act as referees.

Item 9 - Conflict of Interests

- 9.1 Suppliers must provide details of any known circumstances which may give rise to either an actual conflict or perception of conflict of interest with the Department and their proposed method of managing each issue.

ANNEX D – STATEMENT OF COMPLIANCE

A response including any requested information, must be provided against each of the relevant clauses in the Request for Tender. If appropriate, compliance may be indicated against groups of clauses, eg clauses 2.1 to 2.5 inclusive – “Complies”. A summary list of clauses in respect of which there is non-compliance should also be provided.

CLAUSE/ANNEX/ SCHEDULE/ PRODUCT MODULE.	COMPLIANCE STATEMENT	CROSS REFERENCE	REMARKS

ANNEX E – SUPPLIER'S PRIVACY STATEMENT

Supplier's are to provide details of their compliance with the Information Privacy Principles (IPPs), see clause 7.1.11 of the Conditions of Tender, which are set out in section 14 of the Privacy Act, and in particular:

- (a) which IPPs it is not currently able to comply with, and
- (b) the arrangements and procedures the supplier has in place to protect any Personal Information that may be held or controlled by the supplier.

ANNEX F – PRICING

SCHEDULE OF INFORMATION TO BE PROVIDED BY SUPPLIERS

Suppliers are required to state whether they are registered for GST, see clause 6.1.6 of the Conditions of Tender.

Pricing

- 1.1 Proposed pricing must be complete. Any fees or charges not stated as being additional will not be allowed as a charge against the specified Services or associated services under any contract entered into as a result of this RFT.
- 1.2 Suppliers must indicate any pricing that is, or may be, subject to variation during the proposed Term of any contract entered into as a result of this RFT, and state the basis upon which prices would, be expected to vary.
- 1.3 Suppliers are required to separately identify the GST component of any fees or charges.
- 1.4 Suppliers should also provide details of discounts (if any) they offer where payment terms shorter than 30 days are proposed.

PART THREE: STATEMENT OF REQUIREMENT

The Department is the program managers for this contract. Geoscience Australia (GA) are the contract managers for this contract.

Introduction

Tenders are invited to carry out a systematic street level survey of all buildings located within the Melbourne central business district area (as defined in Figure 1 below). The survey is directed at gaining a better understanding of the nature of the buildings within the central Melbourne CBD precinct in respect of their vulnerability to a range of natural and man-made hazards. The work is focussed on architectural, structural and external building service elements that may be susceptible to certain threats.

Geoscience Australia (GA) has developed a survey template (see Table 1 below) for this task obviating the need for the Contractor to populate a list of survey fields. The template will be loaded onto hand held computers which will be supplied to the Contractor for the work along with digital cameras and GPS equipment.

The services require an experienced survey team that will be able to identify structural and architectural systems that are exposed to view and, in some instances, not fully visible. The Specified Personnel for this contract must meet certain qualifications and may not be substituted without prior written approval by the Department. The survey activity will be monitored by representatives of the Department and/or GA to ensure consistency and quality of survey activity.

The survey activity is to extend from mid-March through to mid-June 2008.

Contract Services

The survey of all buildings within the boundary defined in Figure 1 which is centred on and includes the Melbourne CBD. The survey work shall be carried out by up to two separate teams each comprising a GIS specialist and an experienced structural engineer. Each survey team shall include at all times an experienced structural engineer holding an engineering degree and having full corporate membership (not a “Student” or “Graduate” level of membership) of Engineers Australia. The structural engineer(s) shall also be listed on the National Professional Engineers Register NPER-3 for structural engineering competency.

The survey work shall be undertaken using the field data collection equipment supplied by the Department or its agent (and described in ***Material to be Provided by the Australian Government***). The Contractor shall populate all appropriate fields on the computer survey template provided at Table 1.

Table 1 provides details of the anticipated survey data fields that have been incorporated into the survey template.

Survey Data Fields

Location

Building Number
Street Name
Suburb
Building Name (if applicable)

Basic Building Information

Under construction
Observation on general level of maintenance
Evidence of Restoration
Number of floors
Number of Basement Levels
Basement Carpark
Building Age
Heritage Building
Plan Shape
Shape Asymmetry
Shape Aspect Ratio
Plan Regularity
Podium Height
Podium Isolation
Vertical Regularity
Pounding clearance
Fall of site across building footprint
Foundation Type (if known)

Structural System

Load Bearing Masonry
Load Bearing Masonry Type
Frame + Wall Hybrid System
Concrete Frame
Concrete Frame and Shear Wall
Steel Frame
Pre-cast wall panels
Foyer Level Structure Height
Foyer Level Structure Type
Progressive collapse potential
Number of floors above collapse level
Proportion of gross plan area affected by support loss
Inclined Columns
Shear Core Offset (if SC present)
Shear Core Directionality
Shear Core Offset Severity (Direction 1)
Shear Core Offset Severity (Direction 2)
Shear Core Area Ratio

Roof

Structure
Shape
Cladding

Floor System

System (if known)

Location Observed
Carpark Floor System
Carpark Column Type

Facades

To be defined at 4 levels for three faces of structure
(Front and sides where visible)

Misc Building Info

Pedestrian Bridge
Pedestrian Bridge Facade
Pedestrian Bridge Seismic Isolation
Glass Atrium
Glass Atrium Height
Glass Canopy
Parapet
Parapet Free Height
Awning
Loading Dock
Chimney
Vehicle Access
Controlled Access to Building
Controlled Access to Basement
Comment Field

Appurtenances & Equipment

Presence of lightweight appurtenances
Presence of Equipment

Table 1: Anticipated Survey Data Fields

Note: that some of the questions are applicable only if the feature is present or can be observed.

The successful Contractor shall also provide additional written commentary on the building as to aspects of its vulnerability to blast, earthquake and severe wind that are not captured by the survey template. A 'Comment' field in the template will be provided for this purpose.

Finally, the Contractor shall take digital photos of each building covering the full height of the street frontage and the side elevations of the building where exposed. Photos will also be taken, where appropriate, of other features including details of the structural system and accessibility.

The Contractor shall accommodate periodic quality control checking of the work as arranged by the Department. It is not envisaged that the Contractor will be required to travel to Canberra to meet with the Department or GA in undertaking the Contract Services.

It is expected that the Contractor will provide a low level of support in the 6 week period immediately following the completion of the work at no additional cost to the Department. Such support may include clarifications on the work undertaken and delivered by the Contractor.

Training

As part of the Contract Services, GA will provide for a total of two days office and field training

on the use of the equipment to the Contractor by a specialist GIS spatial analyst.

The Specified Personnel identified in the tender response by the successful Contractor for the field survey work shall be made available for a one day training workshop with an experienced façade specialist. The facade specialist will provide training on the identification of the facade types that are included in the survey template and may include field activity.

Survey Extent



Figure 1. Survey Extent

The survey area is shown in red. The northern part of the survey area is bounded by Latrobe Street to the north, Flinders Street to the south and Spring and Spencer Streets respectively to the east and west.

The survey area south of the Yarra River is bounded by the river to the north, Clarendon Street to the west, St Kilda Road to the east, and Southbank Boulevard and City Road to the south as shown.

Contract Material

All survey information as described in *Contract Services* including photographs will be compiled into an electronic database for supply to GA at the completion of the contract period. All photographs shall be associated/linked with the database entry for the relevant building. This database shall be supplied via an electronic media storage device capable of storing the entire database. Three separate copies of the contract material will be required, each on its own storage device.

The data collected (including the photographs) must be stored securely prior to the delivery to GA and only be accessible to those personnel of the provider who are required to use the data in order to comply with the requirements of the Contract.

At the end of the contract all survey data and material held by the Contractor must be returned to GA.

Interim deliverables will include:

Three Week Review

An initial review will be undertaken on data collected in the first three weeks of the Contract period to ensure the quality and consistency of the survey work. The project manager or their delegate will visit Melbourne and meet with the Contractor as part of this review.

Six Week Review

This review is to assess progress and ensure the ongoing quality of data. The review will require an update on the number of buildings surveyed. This update can be provided via email. However, the project manager or their delegate may visit Melbourne and meet with the Contractor to check data quality as part of this review.

Nine Week Review

This review is to assess progress and ensure the ongoing quality of data. The review will require an update on the number of buildings surveyed. This update can be provided via email. The project manager or their delegate may visit Melbourne and meet with the Contractor to check data quality as part of this review.

Standards

The Contractor shall ensure that the following standards are met.

1. Each survey team shall include at all times an experienced structural engineer holding an engineering degree and having full corporate membership (not “Student” or “Graduate” level of membership) of Engineers Australia.
2. The structural engineer(s) shall also be listed on the National Professional Engineers Register NPER-3 for structural engineering competency.

Timeframe

The Contract Services are to be performed in accordance with the following timeframe. The Contract is to commence no later than 21st March 2008 and will terminate no later than 21st June 2008. The Contract Material shall be supplied by 5pm on the contract termination date.

The three week review will be undertaken in the third or fourth week following the execution of the contract.

Progress updates for the six and nine week reviews should be received by close of business on the Wednesday in the seventh and tenth weeks respectively.

Material to be Provided by the Australian Government

GA will provide the following material:

- A map of the Melbourne CBD area which clearly defines the survey boundaries (see Figure 1).
- Three field data collection systems of which two will be operational at any one time in the field with one in reserve. Each complete system comprises:
 - o hand held computer with ArcPad software installed
 - o Armor Case
 - o Extended battery
 - o Compact Flash GPS
 - o Bluetooth digital camera
 - o Card reader
 - o Chargers
 - o Melways digital raster/vector combined UBD for ArcPad
 - o Survey template pre-loaded onto the hand-helds that identifies all the survey fields; and
 - o Other (if required)

All of the equipment required to undertake the Contract Services will be provided to the successful tenderer by GA.

GA shall arrange for special identity cards to be carried and displayed by the Contractor's specified personnel. These identify cards will be arranged by GA through the Local Government Authority and include identity photographs. The Contractor's staff shall carry these cards in a manner that is visible on their person and present them for inspection by property managers, building security staff and other members of the public on their request.

GA shall provide to the Contractor a supply of information sheets that describe the nature and purpose of the survey activity. The Contractor's Specified Personnel shall carry a supply and shall make these available to property managers, building security staff and other members of the public on their request.

PART FOUR: DRAFT CONDITIONS OF CONTRACT

Refer to Draft Contract Melbourne CBD Precinct.pdf