

2011.14833.380



TENDER NO. T 14833.380

Tender Box
 ACT Procurement Solutions
 Tel: (02) 6207 5542
 Ground Floor, North Building
 Dame Pattie Menzies House
 16 Challis Street
 DICKSON ACT 2602



SHORT FORM REQUEST FOR TENDER & CONTRACT SCHEDULE

Tenders are invited for the execution of the works described below, subject to the attached request for tender conditions, proposed conditions of contract and specifications, if any.

TENDERS ARE TO NOTE SUBMISSION REQUIREMENTS AT CLAUSE 1.19

| TIMING OF THE TENDER LODGEMENT AND THE WORKS | |
|--|---------------------------------|
| Tenders close at the above address at 2.00 pm on | 16 June 2011 |
| Time for commencement of the Works | Refer Specification Program 3.2 |
| Time for completion of the Works | 30 May 2012 |
| Defects Liability Period | 52 weeks |
| For further information contact the Principal's Representative | Paul Ferrari at R D Gossip |
| Phone | (02) 6251 6313 |

| LOCATION OF WORK AND PARTICULARS OF WORK (the Works') | PRICE \$ inclusive of GST |
|--|---------------------------------|
| Project No 14833 Contract No 2011.14833.380 | |
| Project Title Supply and Installation: Bus Shelters at Various ACT Locations | |
| Pricing Schedule for the supply and erection of bus shelters at locations listed at the schedule and consistent with the attached Specification. Up to 3 shelter styles may be priced (see Specification Clause 2.1) | |
| Unit price for 30 shelters Style A | \$ 356,750 |
| Unit price for 30 shelters Style B | \$ |
| Unit price for 30 shelters Style C | \$ |
| Other Works as directed (Provisional Sum) | \$10,000.00 |

| TENDERER'S DETAILS | |
|--|---|
| Tenderer's Name (including ABN or ACN if a company) | COMMUNITY ASSET MANAGEMENT PTY LTD 12 563 185 481 ACN/ABN |
| Address for the service of notices | 50 EMILE RD, GLENFIELD AUCKLAND |
| Telephone | 049-443-6711 |
| Facsimile | 049-443-6705 |
| I/we accept the attached RFT Conditions and Conditions of Contract and tender for the execution of the Works for the above total tendered price. | Signature of 2 directors or a director and a secretary (if a company) or Tenderer if not a company Date 18 JULY 2011 |
| ACCEPTANCE OF TENDER | |
| Signed for and on behalf of the Australian Capital Territory represented by Roads ACT. ("Principal") in acceptance of this Tender. | Signature Date 25/7/2011 |

PART 1. REQUEST FOR TENDER ("RFT") CONDITIONS

1.1. DEFINITIONS

In this document:

- a) "Principal" means the Territory agency or authority named in the Schedule;
- b) "Principal's Representative" means the Territory officer or representative named in the Schedule;
- c) "Specifications" means the specifications, including any plans or drawings, for the Works attached to these Tender Documents;
- d) "Tender" means your tender for the carrying out of the Works including the Schedule and Ethical Suppliers Declaration as completed by you;
- e) "Tender Documents" means the Schedule, these RFT Conditions (Part 1), the proposed Conditions of Contract (Part 2), the Ethical Suppliers Declaration proforma and any Specifications;
- f) "Territory" means
 - i) when used in a geographical sense, the Australian Capital Territory; and
 - ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth)*;
- g) "Works" means the works specified in the Schedule; and
- h) "you and your" refers to the tenderer named in the Schedule.

1.2. RESERVED

- 1.3. By submitting your Tender you acknowledge that you have read the proposed Conditions of Contract in Part 2 of these Tender Documents. If the Principal accepts your Tender a legally binding contract will come into effect comprising the proposed conditions of contract set out in Part 2 of these Tender Documents. Pay particular attention to the clauses dealing with insurance.
- 1.4. You must keep confidential all Tender Documents clearly identified as confidential and you must not copy the Tender Documents except for tendering purposes. Any material submitted as part of your Tender will remain or become the property of the Principal.
- 1.5. You must submit your Tender by using the Schedule and you must include a completed copy of the Ethical Suppliers Declaration. Your Tender must be placed in an envelope endorsed with the Tender Number and a clear description of the Works for which you are tendering.
- 1.6. Tenders **will not be considered** if they are lodged in the tender box after the date and time specified in the Schedule, except in accordance with the National Code of Tendering AS4120.
- 1.7. Your Tender must address the requirements set out in the Schedule; the Specifications for the Works; the proposed conditions of contract set out in Part 2; and any other condition or requirement that forms part of this Tender Document.
- 1.8. You must satisfy yourself that:
 - a) information in and the requirements of this Tender Document are correct and sufficient for you to properly prepare and submit your Tender, including the tendered price; and
 - b) your tendered price includes all the costs of complying with all obligations under the proposed Conditions of Contract.
- 1.9. All fees and prices quoted in your Tender must be **inclusive of GST** and you must identify the value of any GST-free input. Your Tender must **remain open for at least 90 days** from the closing date specified on the Schedule. You are responsible for all **costs, losses and expenses** incurred by you in preparing your Tender.
- 1.10. You must hold and maintain all appropriate **licences, permits, approvals and certificates** to carry out the provision of the Works, you must produce evidence of those licences, permits, approvals and certificates as requested by the Principal.

- 1.11. You must, if required by the Principal, provide **additional information** to allow full consideration of your Tender. The Principal reserves the right to negotiate variations to the Conditions of Contract and/or Specification with the preferred tenderer after tenders have been lodged.
- 1.12. **Tenders will be assessed** on the basis of best value for money and not necessarily the lowest priced tender. The Principal is not obliged to select any tender and may accept part of your Tender. In assessing your Tender the Principal may consider information from any referees it chooses in addition to all information supplied by you in support of your Tender. The Principal may, if your Tender is non-conforming, reject your Tender; ignore the non-conformance or allow you to correct the non-conformance.
- 1.13 **Tender Assessment**
 - 1.13.1 This Tender will be assessed in accordance with the *Government Procurement Act 2001* as amended.
 - 1.13.2 The Principal may require a consultant to provide an independent tender report. The Principal will consider the consultant's advice but is not bound by it.
 - 1.13.3 The responses to threshold criteria are "yes" or "no". Any Tender receiving a "no" response to a threshold criterion will not be considered any further.
 - 1.13.4 As well as conformity with the RFT Documents, the criteria in the following table will be taken into consideration by the Principal in the assessment of the value for money offered by any Tender.
 - 1.13.5 Tenders that do not meet the threshold criteria will be regarded as non-conforming, and will not be considered for further assessment against remaining criteria.
 - 1.13.6 Assessment methodologies may involve scoring Tenderers against the listed criteria in accordance with pre-determined weighting of these criteria based on their relative importance to the Principal. Each tendered bus shelter style will be assessed separately in relation to the assessment criteria. Tender submissions should include all relevant documentation the Tenderer wishes to have considered in this assessment process.
 - 1.13.7 After initial assessment, Tenderers may be shortlisted for further detailed analysis which may include interview by the Superintendent and/or the tender evaluation team. A preferred Tenderer may be selected and further negotiations entered into. This does not constitute an offer of a contract and no legal obligations will arise.
 - 1.13.8 Non Conforming Tenders: Any tender that does not comply with the request for tender or the Statement of Requirement documents or is incomplete may be deemed to be non-conforming and may be excluded from further consideration.
 - 1.13.9 **Assessment Criteria:** The table below shows the criteria that will be used to assess responses.

| WEIGHTED CRITERIA | WEIGHTING |
|--|-----------|
| <u>Past Performance:</u> Tender submission demonstrates beneficial experience and past performance on previous similar projects. (Tender to provide Referees and contact details of 3 projects in the past 3 years) | 10 |
| <u>Relevant Experience and Technical Skills:</u> Tender submission demonstrates that the Tenderer has the technical capacity, resources and ability to supply and install the bus shelters. | 20 |
| <u>Understanding and Methodology:</u> Tender submission demonstrates how the Tenderer will supply and install the shelters in a coordinated and safe manner to both workers and the public. | 20 |

| | |
|--|------------|
| <u>Shelter Style:</u> Aesthetics and Form of the proposed shelter. | 50 |
| <u>Durability and Maintenance:</u> Durability, ease and cost of maintenance, availability of parts. | 10 |
| <u>Tender Price:</u> Tender price for each bus shelter (footing details to be submitted for inclusion in the assessment of the overall cost of each shelter). | 40 |
| TOTAL | 150 |

Note:

1.13.10 The criteria defined as Aesthetics and Form has a much higher weighting than other criteria. This indicates that the Principal is placing a significant emphasis on the style of the shelter and consequently an unattractive shelter is not likely to score highly in the comparative assessment. Any shelter design/style rated below "Good" (Good – Score 6), as per the scoring regime requirement would not further be considered in the tender. Note however that this should not be taken to infer that a unique shelter style is sought and shelters generally offered by Tenderers should be acceptable.

The following equation will be used to establish the fee score if there are 3 or more Tenderers

$$F=8+15(M-T)/M.$$

Where less than three tenders are received the median value will be the average of the tender prices.

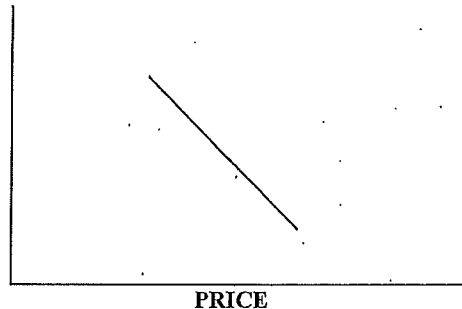
Fee Assessment Graph:

Formula

| |
|-----------------|
| $F=8+15(M-T)/M$ |
| Domain |
| $T \geq M$ |

Where: F is a fee score, M is a median value of all submitted fee proposals and T is the submitted fee of a proponent.

SCORE

**SCORING REGIME**

The weighted score shall be calculated by multiplying the evaluation criteria weighting by the score to calculate a weighted score for each criterion for each response.

The Evaluation Team will adopt the following numerical scoring scale against which each Team member will assess the weighted evaluation criteria.

| Rating | Description | Score (example) |
|--------------|---|-----------------|
| Excellent | Exceeds requirements in all ways; with little or no risk | 10 |
| Very Good | Meets requirements in all ways, exceeds it in some, little risk involved | 8-9 |
| Good | Meets the requirement and is workable, acceptable risk | 6-7 |
| Marginal | Nearly meets requirement, workable but may be deficient or limited in some areas, some element of risk. | 4-5 |
| Poor | Offer is difficult to assess against criteria, high risk | 1-3 |
| Noncompliant | Tenderer has either stated non-compliance, demonstrated non-compliance, or there is insufficient information to assess. | 0 |

- 1.14 The Principal is committed to ensuring that suppliers and their subcontractors meet all of their **employer and industrial obligations**, in the performance of any contract for works or services that will require the exertion of labour by employees, according to the ethical suppliers principle contained in the *Government Procurement Act 2001* as amended. The enclosed Ethical Suppliers ("Declaration") must be completed and returned with your Tender.
- 1.15 Your Tender will not be considered further if you fail to provide a completed **ethical suppliers declaration** or if you have been deemed as not meeting your obligations under the ethical suppliers principle contained in the *Government Procurement Act 2001* as amended. In assessing your compliance with this principle, your declaration may be sent to non-government organisations, including Unions ACT, for comment.
- 1.16 The Principal will not enter into a contract with you if you are named by the **Equal Opportunity for Women** in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace ACT 1999* (Cwth).
- 1.17 **Your Tender will only be accepted** if an officer of the Principal supplies you by facsimile, post or hand with a notice in writing indicating acceptance of your Tender or provides you with a photocopy of your Schedule bearing the original signature of an officer of the Principal. No legal obligations will arise between the parties in respect of the Works unless your Tender is accepted in this manner.
- 1.18 You acknowledge that you are aware:
- the Principal may be required to **disclose information**, either under the *Freedom of Information Act 1989* (ACT) or by the responsible Minister in the Legislative Assembly;
 - the *Government Procurement Act 2001* ("GPA Act") requires the **full text** of Australian Capital Territory (ACT) Government contracts over \$20,000.00 to be made available to the public (including publication on the ACT Government's website at <http://www.contractsregister.act.gov.au/>) within 21 days of a contract being entered into; and
 - you may request as part of your Tender that certain information (as specified in section 35 of the GPA Act) is treated as **confidential** and not made available to the public.
- 1.19 **Documents to be Lodged by Tenderers:** Listed below is a summary of the documents that must be completed and lodged with a Tender for the Tender to be conforming:

- (a) documentation addressing the criteria specified in Section 1.13;
- (b) copy of the Tenderer's ACT prequalification certificate;
- (c) Tender Schedule completed and signed by the Tenderer;
- (d) Shelter styles (photos);
- (e) Shelter design (drawings);
- (f) Detailed foundation design for each style submitted;
- (g) Shelter fixing details (Noting that shelters will eventually be fixed to pre-constructed pad and foundation);
- (h) Shelter footing details;
- (i) Shelter lighting requirement;
- (j) Replacement parts list identifying source, availability, cost and delivery times;
- (k) Alternate transparent materials to glass panels including the material cost difference for these alternative panels (both cost per shelter and cost per square metre), and also the labour and material cost to fully upgrade a glass panelled shelter to a non-glass transparent panelled shelter;
- (l) Ethical Suppliers Declaration; and
- (m) All other documents required to be submitted with the RFT.

PART 2. CONDITIONS OF CONTRACT

If your Tender is accepted, the following conditions together with the Schedule and any Specifications and the requirements of all addenda issued will constitute the contract between you and the Principal.

2.1. In these Conditions of Contract:

“**Contract**” means the Schedule as completed by you and signed by the Territory’s delegate, the following conditions and any specifications;

“**Contract Price**” means the total price specified in the Schedule;

“**Defects Liability Period**” means the period from the acceptance of the Works by the Principal as being satisfactorily completed until the end of the defects liability period specified in the Schedule;

references to “you” includes your employees, agents or subcontractors;

words importing a gender include the others; words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation; and

an obligation imposed by the Contract on more than one person binds them jointly and severally.

- 2.2. You must commence and complete the **Works** in accordance with the Specifications and the timeframes set out in the Schedule.
- 2.3. You must observe and comply with all **Acts, ordinances, regulations**, and other requirements of any law in force in the place where the Works are to be executed. You bear the whole risk of complying with all applicable legislation and law until the Works have been completed to the satisfaction of the Principal.
- 2.4. All **materials and workmanship** must be in accordance with the Specifications or if not fully described in the Specifications, in accordance with the recognised industry or trade standards. If the Principal is of the opinion that any materials or part of the Works, are unsatisfactory or are defective during the Defects Liability Period, the Principal may direct you to remove, and/or correct those works or materials at your expense.
- 2.5. The Principal will only pay you the **Contract Price** by Electronic Funds Transfer (EFT) following its receipt of a correctly rendered tax invoice approved by the Principal.
- 2.6. A **tax invoice** is correctly rendered if it includes:
- a) the Principal’s reference number and the contract number;
 - b) the amount due to you and the basis for the calculation of that amount;
 - c) the amount of any GST paid or payable by you in respect of the Works;
 - d) the date of delivery and a description of the Works to which the invoice relates;
 - e) if a discount is applicable, the discounted price; and
 - f) your address for payment.
- 2.7. During the **Defects Liability Period** you must **make good at your expense** all defective work or materials, all damage to or destruction of the Works and all other loss caused by faulty work or materials.
- 2.8. Provided the Works are carried out in accordance with the Contract, the Principal will pay you **progress payments** representing 97.5% of the Contract Price for satisfactory work done at or before the commencement of the Defects Liability Period. The remaining 2.5% of the Contract Price will be paid to you when:
- a) the Defects Liability Period has ended; and
 - b) you have rectified any defects in the Works that have been identified before the end of the Defects Liability Period and all of your obligations in relation to the making good of defects have been fulfilled.

Any payment by the Principal under this clause will not prejudice any other legal right the Principal may have against you for breach of the Contract.

- 2.9. The Principal may **vary the Works** specified or require the substitution of alternative materials for the Works. The Principal will adjust the Contract Price as a result of any variation. The amount of the variation of the Contract Price will be as agreed by the parties. If the parties do not agree on the amount of the variation, the Principal will determine the reasonable cost of the variation to the Works.
- 2.10. You will carry out the Works during the **customary working hours** Monday to Friday. All proposed work outside those hours must be approved in advance by the Principal.
- 2.11. The Principal may **terminate the Contract** at any time by written notice if you:
- (a) fail to commence the Works within the time specified in the Schedule, or within 14 days of the date the Principal notified acceptance of your Tender;
 - (b) fail to carry on the Works at a rate of progress satisfactory to the Principal;
 - (c) fail to carry out any instruction of the Principal in respect of the Works;
 - (d) fail to complete the whole of the Works within the time specified in the Schedule or such extended time as the Principal may approve;
 - (e) are or become bankrupt or insolvent, enter into voluntary administration or make any arrangement with your creditors or take advantage of any statute for the relief of insolvent debtors; or
 - (f) fail to remedy a breach of a term of the Contract within the period specified in a written notice by the Principal.
- 2.12. If the **Principal terminates the Contract** under the clause above, it may by written notice:
- a) take over the Works; and
 - b) take possession and ownership of all materials on or about the Works site which are your property and have been provided by you for the purpose of carrying out the Works,
- then **all losses, costs, charges and expenses incurred** or sustained by the Principal in completing the Works will be recoverable from you and, without limiting any other right the Principal may have, may be offset against any amount subsequently due to you from the Principal. Nothing in this clause prejudices any other right or remedy of the Principal in respect of your breach of the Contract.
- 2.13. You must comply with all reasonable **directions** given by the Principal in relation to the Works. The Principal may nominate a third party to give directions in relation to the Works. The Principal will notify you of that person.
- 2.14. You must ensure that **all persons employed** in carrying out the Works, whether they are your employees or a subcontractor's, are paid at the rates and employed under conditions of employment not less favourable than those required by any law or certified agreement applicable to you or your subcontractor and those employees are paid their correct superannuation entitlements.
- 2.15. The Principal may require you to provide a **statutory declaration** with progress claims attesting that your and your subcontractor's employees have been paid all moneys payable to them in respect of the execution of the Works. The Principal may withhold any amounts due to you under the Contract until it is reasonably satisfied that you have complied with your employee and industrial obligations (as defined in the *Government Procurement Act 2001* as amended).
- 2.16. You must keep, and must require your subcontractors to keep, **proper records and documents** demonstrating compliance with your respective employee and industrial obligations.
- 2.17. The Principal reserves the right to inspect your employment records; enter the Works site or your work premises to ascertain compliance with your employee and industrial obligations. You must contractually bind your subcontractors with conditions substantially the same as this clause and clauses 2.14, 2.15 and 2.16.
- 2.18. You must take out and keep current **workers compensation insurance** for any person employed in respect of the Contract and you must produce evidence of the currency of any such policy if requested by the Principal.

- 2.19. A policy has been arranged for **insurance of the Works** and \$20 Million **Public Liability Insurance**. The Policy Number is 14 A145898 CAR and the insurer is QBE Insurance (Australia) Limited. A copy of the policy may be obtained from ACT Procurement Solutions at Level 3 North, Dame Pattie Menzies House, 16 Challis Street, Dickson, ACT. The Principal will maintain the Policy until you have completed your obligations under the Contract and the Principal will pay all the premiums. The policy insures the ACT Government, you and other relevant parties, including all contractors, subcontractors, construction managers and project managers. You will be liable for the excesses detailed in the policy.
- 2.20. You must, as soon as practicable, inform Marsh Pty Ltd in writing at either address given below of **any occurrence that may give rise to a claim** under the policy; Level 5, 60 Marcus Clarke Street Canberra ACT 2601 or GPO Box 306 Canberra ACT 2601 Telephone (02) 6279 3300, Facsimile (02) 6279 3320. You must ensure that subcontractors engaged in carrying out the Works similarly inform Marsh Pty Ltd.
- 2.21. You must ascertain whether you require any **additional insurance** in relation to the Contract. The existence of the policy does not relieve you of any obligation under the Contract or limit your liability to any third parties.
- 2.22. If requested by the Principal you must prepare and provide to the Principal an **Environmental Management Plan** ("EMP") before commencing the Works. The EMP must be to the reasonable satisfaction of the Principal. The Principal may require you to amend the EMP.
- 2.23. The **Works site may be occupied by other parties**. The Principal or other contractors may restrict your access to the Works site due to their occupation of the Works site.
- You must:
- liaise with the Principal's Representative having primary control of any Works site or location to gain site access to carry out the Works; and
 - take into account the occupants of the Works site and liaise with them in relation to site safety and the protection/exclusion of site occupants.
- 2.24. RESERVED
- 2.25. You must comply with the *Work Safety Act 2008* (ACT), associated legislation, regulations, codes of practice and any other obligation in law relating to health and safety as well as all OHS&R safety plans approved by the Principal for the Works; ensure that members of the general public at or near the Works site are not exposed to risk to their health or safety arising from your carrying out of the Works; and report all accidents to the Principal no later than the next working day after the accident occurred.
- 2.26. You must prepare and supply to the Principal an **Occupational Health, Safety and Rehabilitation** ("OHS&R") plan before commencing the Works on site. Work must not proceed before the Principal has assessed the OHS&R plan as suitable for the Works.
- 2.27. If requested by the Principal, you must arrange testing of any material or work comprising the Works. **All testing** under the Contract must be carried out by a laboratory which is registered with the National Association of Testing Authorities.
- 2.28. If at any time you become aware of the presence on the Works site of any loose fibrous matter which may contain **asbestos**, or any other potentially dangerous chemicals or articles, you must:
- not disturb the material or article and must immediately notify the Principal; and
 - ensure that all employees, subcontractors and members of the public are protected from exposure to the material or article until the nature of the material has been assessed by the appropriate authority and directions issued to you in respect of further action to be taken.
- 2.29. You must **make good** at your expense all fencing, roads, footpaths and surfaces which may be disturbed by you in carrying out the Works leaving the Works site and adjacent areas in the same state of repair as they were in when you commenced the Works; and remove from the Works site all rubbish, debris and waste resulting from you carrying out the Works, as directed by the Principal up to the end of the Defects Liability Period.

- 2.30. Despite any difference or dispute ("**Dispute**") between the parties arising in relation to the Contract or the Works, each party will continue to perform their obligations under the Contract. The parties agree that, following the issue of a dispute notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.
- 2.31. You **indemnify** the Principal, its employees and agents against all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by you, your employees, agents or contractors in connection with carrying out the Works except to the extent that the Principal caused the relevant loss, damage or injury. This indemnity survives the expiration or earlier termination of the Contract.
- 2.32. You may not without the prior written approval of the Principal **assign the Contract**, or assign, mortgage, charge or encumber any of the moneys payable under the Contract or any other benefit whatsoever arising under the Contract.
- 2.33. Any **material provided by the Principal** to you for the purposes of the Contract ("**Material**") will remain the property of the Principal and you must use and be responsible for the safekeeping and maintenance of that Material only for carrying out the Works. You must return all Material at the expiry or early termination of the Contract.
- 2.34. You **warrant** that, at the date of entering into the Contract, no **conflict of interest** exists or is likely to arise in the carrying out of the Works and of your other obligations under the Contract. If, a conflict or risk of conflict of interest arises, you will notify the Principal immediately in writing and will comply with any requirement of the Principal to eliminate or otherwise deal with that conflict or risk of conflict.
- 2.35. You warrant that you have not entered into any **collusive arrangement** in relation to the Works or your Tender for the Works. You must comply with the National Code of Practice for the Construction Industry in relation to such arrangements and must comply with all other requirements of the Code.
- 2.36. You must not **represent** yourself as being employees, partners or agents of the Principal. Nothing in this Contract creates any employment, partnership or agency for any purpose.
- 2.37. You must, when using the Principal's premises or facilities, comply with all **security and office regulations** as notified by the Principal.
- 2.38. The Contract comprises the **entire agreement** between the parties in relation to the Works and supersedes any prior representations, negotiations, writings, memoranda and agreements. The Contract may only be varied by the written agreement of the parties.
- 2.39. Any **notice**, or other communication required or otherwise to be given or sent to the Principal or to you under the Contract must be in writing and will be deemed to have been given: if delivered by hand, upon delivery; if sent by prepaid mail, upon the expiration of two days after the date on which it was so sent; if sent by facsimile, upon the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; if sent by electronic mail, upon the sender's computer recording that the message has been successfully transmitted to the recipient's electronic mail address, to the persons and addresses or facsimile numbers set out in the Schedule or such other person, address or facsimile number as may be notified by a party to the other from time to time.
- 2.40. Any **provision of the Contract** which is illegal, void or unenforceable will not affect the validity of the remaining provisions of the Contract.
- 2.41. The **Contract is governed by and construed** in accordance with the law for the time being in force in the Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory. You must ensure that you comply with the laws from time to time in force in the Territory in performing its obligations under the Contract.

SPECIFICATIONS

This Contract uses ACT Standard Specification for Urban Infrastructure Works Edition 1 Revision 0 October 2002 (ACT Standard Specification).

The text of the ACT Standard Specification is not included in this document. The ACT Standard Specification may be obtained from <http://www.roads.act.gov.au/documents/index.htm>

ATTACHMENT 1 – STATEMENT OF REQUIREMENTS

GENERAL

1.1 General Requirements

The following sections outline the general requirements for the design, supply and erection of up to 30 bus shelters.

These shelters are to be erected on bus stop pads provided by others that will incorporate foundation and shelter construction attachment requirements required by the selected bus shelter style.

1.2 Budget Constraints

Tenderers are to provide a unit price for shelters for each option offered, as provided for on the Tender Schedule and pricing spreadsheet. A nominal Tender Price will be calculated for each Shelter Style offered based on the provision of all 30 shelters.

The actual number of shelters to be provided under the contract will be determined in the context of the available budget.

BUS SHELTER DESIGN AND ASSOCIATED WORKS

2.1 Design Requirements

Shelter designs are to meet dimensional requirements and other requirements detailed on standard details drawings Bus Shelter Installation Bus Stop Typical Details **RG 10052 Sheets 1 and 2**

Tenders may offer up to three shelter style options, each separately priced. However only one shelter style will be selected through this tender assessment process. As detailed in clause 1.13 Assessment of Tenders, individual shelter options will be assessed on a range of criteria including aesthetics. Tenderers should note that although the Principal favours glass panelled shelters both for aesthetic and security reasons, the tender submissions should also offer alternative transparent panels made from other proven materials which provide greater resistance to breakage from acts of vandalism.

The tenders **should provide** the material cost difference for these alternative panels (both cost per shelter and cost per square metre), and also the labour and material cost to fully upgrade a glass panelled shelter to a non-glass transparent panelled shelter should the need arise in future from continual vandalism of specific shelters.

Tenderers have the option of offering tinted glass as an extra over a standard glass panel but note that tint film is not acceptable.

All shelter designs must provide the following minimum amenities:

- Protection for users from precipitation, wind, sun and UV. The roof and the number, size and placement of side enclosures must be sufficient to accomplish this fundamental requirement.

- Adequate lighting of the interior for all shelters, in accordance with this Specification.
- Passenger seating of ergonomic and accessible design (to be approved by The Principal).
- There must be minimal impact of bus shelters on pedestrians by ensuring safe and adequate pedestrian connections are maintained around the structure.

2.2 Shelter Location

All shelters shall be located in accordance with the standard details drawings Bus Shelter Installation Bus Stop Typical Details RG10052 Sheets 1 and 2.

2.3 Shelter Structural Design

General

Shelters shall be predominately transparent on three sides. However materials for roofs and walls shall be of a type that minimises glare and filters ultra violet light. Roofs shall also provide sufficient shading.

Shelters must have two enclosed ends with return walls of approximately 900mm wide to protect patrons from prevailing winds.

The frames of bus shelters shall be made from structural grade aluminium or steel (comply with aluminium structures code AS1664, aluminium welding code AS1665, steel structures code AS4100, structural steel welding code AS1554, powder coating code AS4506 and hot dipped galvanising code AS4792).

The seats within the shelters must meet disability requirements as outlined in AS1428.2 - 1992, Clause 27.2, and comply with other relevant Australian Standards. The seats are to be at least 1750mm in length, with backs, and arm rests at each end. Battens/slats are required to be of timber or recycled plastic. Frames and arm rests for seats are to be made of the same material as the bus shelter frames.

All shelters and seats shall be installed plumb and level. For steeply sloping sites the contractor shall show details of the methods proposed for installing street furniture plumb and level.

Disability Standards for Accessible Public Transport

Public transport street furniture shall meet the Disability Standards for Accessible Public Transport 2002, as required by the Commonwealth's Disability Discrimination Act 1992.

Drainage of shelters

Drainage of shelters shall ensure there is no pooling of water on the roofs or floors. Drainage shall not be allowed to run off from overhead onto waiting patrons or the public.

Shelter Fixing Details Including Footings

Shelter fixing details to the foundations as well as footing detailed requirements shall be included in the tenderers submission in sufficient detail to enable required footings and fixing requirements to be incorporated in the civil works designs to be constructed by others. The foundations will subsequently be designed so as to minimise damage/disruptions to the constructed paving when the shelters are subsequently installed under the separate civil works contract.

Liaison with Civil Contractor Regarding Shelter Fixing

The successful bus shelter supply and install tenderer will be required to liaise with the civil works contractor (engaged under a separate contract to construct the concrete pads and footings required for the shelters) to ensure that the civil works contractor has detailed and precise advice regarding the requirements to fix the shelters.

2.4 Lighting and Power Supply

Power to the shelters is to be generally provided from solar energy generated by solar panels located on the shelters and provided as part of this shelter supply tender.

Shelters will be allowed to be lit using the street light network or by direct connection to the ACTEWAGL network only in those situations where the location/orientation of a shelter is not conducive to solar power generation, as approved by the Principal.

Lighting levels within bus shelters shall be a minimum of 150 lux in accordance with DDA requirements.

The design is to incorporate energy saving devices in the area of lighting. This includes; light fittings with high-energy reflectors, DIO type technology and fluorescent or LED lighting.

Lighting fixtures are to be designed to provide suitable pedestrian lighting compatible with their use while minimising glare and light spill.

2.5 Construction Materials

All components of shelters must be fabricated of new high quality, durable and vandal resistant materials. All surfaces of shelters that are accessible to the public must be graffiti resistant.

Designs that minimise waste and save energy are encouraged, in particular:

- The incorporation of products manufactured from recycled materials.
- The incorporation of materials that are recyclable.
- The utilization of building materials that minimise energy requirements and greenhouse gas emissions.

INSTALLATION REQUIREMENTS AND CONSTRUCTION PROGRAM

3.1 General

Installation of bus shelters shall be in accordance with the relevant TAMS standards and building codes. Quality workmanship must be employed at all times and local manufacture is encouraged.

The Contractor shall liaise in a timely manner with all service providers to ensure a coordinated construction program and to minimize periods where construction materials are expected but not available.

At individual shelter sites, the maximum time from commencement of erection of a bus shelter to completion of the bus shelter shall be 1 week.

3.2 Program

It is expected that a contract for the provision of bus shelters will be awarded in June 2011. Selection of a shelter design will permit the required footing details to be incorporated into the design of the civil works to be provided by others.

Civil works are expected to be completed by February 2012 at the latest enabling erection of bus shelters to commence. However it is possible that the civil works at some sites will be completed ready for shelter installation by as early as mid-October 2011. If that eventuates then the bus shelters could be installed progressively from that date.

Erection of the 30 bus shelters is to be completed by 30 May 2012.

Possession of Site at will be granted when the supplier provides to the Principal's representative (Superintendent) evidence of approved Temporary Traffic Management Plans, confirmation of arrangements with ACTION (the ACT's bus operator) and copies of current insurance certificates.

3.3 Public Communication

The contractor undertaking construction of the civil works at each site will be required to notify residents impacted by the works of the timing of proposed works.

However the contractor providing the shelters also needs to advise residents impacted by the shelter erection works at least 10 working days prior to commencement of erection of the shelter of the timing of the proposed erection works.

Five days prior to commencement of erection of a shelter on a site, the Contractor providing the shelters shall inform ACTION, of the timing, nature and extent of the proposed Works.

3.4 Damage to Existing Pavements

As far as possible the Contractor shall ensure that the placement of any structure does not result in an installation which causes the destruction of, or damage to, the surrounding pedestrian or road pavement.

In the event that the placement of any shelter results in damage to the pavement, such pavement shall be restored to its original condition at the cost of the Contractor.

3.5 Cleanliness and Safety of the Site

The Contractor shall, at its own cost facilitate, the continued safe operation of adjacent bus stops during the placement of adjacent bus shelters.

During installation of a shelter on a site, the Contractor must keep the site and immediately surrounding area safe, clean and tidy. The Contractor must also regularly remove rubbish and surplus material.

For all sites the Contractor shall submit to the Superintendent for endorsement and the Department of Territory and Municipal Services (TAMS) for approval, temporary traffic management (TTM) plans detailing proposals for the safe containment of the work area, and safe movement of pedestrians and traffic around the site in accordance with AS 1742.

The Contractor shall liaise with ACTION regarding works proposals and provision for bus passengers during construction at each site and shall incorporate ACTION's requirements in the TTM plans. Temporary bus stops shall be established during construction activities on existing bus stops.

4. REPLACEMENT PARTS

4.1 General

The Tenderer is to provide details of the availability (including delivery times to the ACT) and costs of replacement parts for any shelter offered.

SCHEDULE OF DRAWINGS

| Drawing No | Drawing Title |
|-------------------|---|
| RDG 10052 Sheet 1 | Bus Shelter Installation Bus Stop Typical Details Connecting Path Behind Kerb |
| RDG 10052 Sheet 2 | Bus Shelter Installation Bus Stop Typical Details Connecting Near Boundary |

ETHICAL SUPPLIERS DECLARATION

Name of the Tendering Entity:

COMMUNITY ASSET MANAGEMENT NZ LTD.

ACN/ABN of the Tendering Entity:

NOT REQUIRED FOR NZ COMPANY BUT CAM IS IN THE PROCESS OF APPLYING FOR AN ABN NUMBER AND EXPECTS TO

If a company, include ACN, and if a partnership or sole proprietor, include the full names of individual members and ABN number. *Have one by end of July.*

1. Provide details as a separate attachment of any industrial instrument (award or agreement) that specifically applies to the **Employees and Subcontractors** of the **Tendering Entity**. *None*
2. Have you/ your firm/or any firm you are associated with, had any convictions under the following legislation (**Prescribed Legislation**) in the preceding 24 months
 - (a) Industrial Instruments applicable to the Contractor, a supplier or Subcontractor;
 - (b) Long Service Leave Act 1976 (ACT);
 - (c) Work Safety Act 2008 (ACT);
 - (d) Long Service Leave (Building and Construction Industry) Act 1981 (ACT);
 - (e) Long Service Leave (Contract Cleaning Industry) Act 1999 (ACT);
 - (f) Workers' Compensation Act 1951 (ACT);
 - (g) Workplace Relations Act (1996) (Cwlth);
 - (h) Fair Work Act 2009 (Cwlth); and the
 - (i) Superannuation Guarantee (Administration) Act 1992 (Cwlth);

Yes/No

3. If yes, attach **Full Details** of any findings against the **Tendering Entity**.
4. Have you/your firm/or any firm you are associated with, had a finding against it by a court, tribunal, commission or board of a breach of any **Prescribed Legislation**, including a finding of a breach in a non-confidential consent order, in the preceding 24 months.

Yes/No

5. If yes, attach **Full Details** of any findings against the **Tendering Entity**.
6. Have you/your firm/or any firm you are associated with, had or incurred a proven breach of any of the **Prescribed Legislation**.

Yes/No


7. If yes, attach **Full Details** of any findings against the **Tendering Entity**.
8. If you have supplied information at sections 2 to 7 above, please provide details of remedial measures implemented to ensure future compliance with **Prescribed Legislation**.
9. *I/We* accept that in tendering for this project, we may be asked to provide documentation relating to the above prior to entering into a contract or at anytime during the contract period.

10. We declare that the supplied information is correct as of this date and that the tendering entity does comply with all employee and industrial relations obligations.


Signature of Director if corporation else Tenderer

PAUL HARRIS
Printed Name

15 June 2011
Date


Signature of 2nd Director or secretary
if corporation else Witness

Daryl Richardson
Printed Name

15/6/2011
Date

Note: The Principal may supply third parties, including Unions ACT representatives, with copies of this Declaration.