



**City of
Kalgoorlie
Boulder**

Request for Tender

Request for Tender:	South Boulder Wastewater Treatment Plant Inlet Works Structure
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Deadline:	Monday 6 May 2024 at 2pm AWST
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Address for Delivery:	<p>Tenders must be delivered: Electronically to - www.Tenderlink.com/ckb (preferred) OR;</p> <p>By hand to – The Tender Box City of Kalgoorlie-Boulder 577 Hannan Street Kalgoorlie WA 6430 OR;</p> <p>By post to – The Tender Box City of Kalgoorlie-Boulder PO Box 2042 Boulder WA 6432</p> <p>RESPONSES SENT BY EMAIL AND FACSIMILE TRANSMISSION WILL NOT BE ACCEPTED</p>
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RFT Number:	RFT018-23/24
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1 Conditions of Tendering

1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	City of Kalgoorlie-Boulder.
Request OR RTF OR Request for Tender	This document.
Requirement:	The Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
WHS:	Work Health and Safety Act 2020 applicable regulations.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (read and keep this part).
- Part 2 – Specification and/or plans/drawings (read and keep this part).
- Part 3 – General Conditions of Contract (read and keep this part).
- Part 4 – Special Conditions of Contract (read and keep this part).
- Part 5 – Tenderer's Offer (complete and return this part).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	Tender Administration Officer
Telephone:	08 9021 0945
Email:	procurement@ckb.wa.gov.au

1.5 Prequalification Requirements

*Not used.**

1.6 Deposits for Requests

*Not Used. **

1.7 Tender Briefing/Site Inspection

Not Used.

1.8 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline. The Deadline for this request is Monday 6 May 2024 at 2:00pm AWST.

The Tender is to be delivered via the Principal’s e-procurement portal at www.Tenderlink.com/ckb. Tenderers who submit via this delivery method will receive a Successful Submission Receipt timed and dated upon completion. Should assistance be

required, please use the online manual on the portal under Support/Online Manuals/Making a Submission or contact TenderLink Customer Support on 1800 233 533.

1.9 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.10 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.11 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer or be advised that no Tender was accepted.

1.13 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.14 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.15 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “**Alternative Tender**”.

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.17 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.18 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;

- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.19 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.20 Selection Criteria

The Contract may be awarded to a Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be

assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.21 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.23 Value Considerations

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer.
- b) the pricing submitted by each Tenderer.
- c) insert any applicable policies that may affect selection (eg Regional Price Preference Policy, DAIP Plan considerations). Detail from where a copy is available; and

d) insert any other criteria that may affect the value for money

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (eg the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

1.24 Regional Price Reference (optional)

**Not Used. *

1.25 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.26 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.27 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.28 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in

Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.29 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.30 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at City of Kalgoorlie-Boulder, 577 Hannan Street, Kalgoorlie WA 6430.

1.31 In House Tenders

The Principal does not intend to submit an In House Tender.

2 SPECIFICATION

2.1 Contract Requirements in Brief

A full statement of the goods/services required under the proposed contract appears in the Specification document **1034-03-08-SPC-004-South Boulder WWTP – Inlet Works Specification- Rev0**

2.2 Introduction and Background Information

Kalgoorlie- Boulder is located approx. 600 km east of Perth, Western Australia.

The City of Kalgoorlie-Boulder (CKB) owns and operates the South Boulder Wastewater Treatment Plant (WWTP), which is located approximately 4 km south of Kalgoorlie, at Lot 218 - 220 Goldfields Hwy, South Boulder, Western Australia.

The WWTP services the Kalgoorlie-Boulder (approx. 12,000 services) and operates under Department of Water and Environmental Regulation (DWER) Licence L8560/2011/2. The facility licence covers categories 54 sewage treatment, and 61 liquid waste, according to the Environmental Protection Regulations 1987.

The WWTP operations consist of two treatment trains:

- i. An intermittently decanted extended aeration (IDEA) plant with design capacity of 8 ML/day (currently offline), and
- ii. Wastewater stabilisation ponds that operate in parallel to the IDEA plant.

The inlet structure functions to measure flow rates and to split flows between the two treatment trains.

The new works will replace the inlet works structure, improve the flow measuring, add bulk solids screening to reduce maintenance works and improve treatment capacity of the WWTP treatment trains.

2.3 Definitions

Below is a summary of some of the important defined terms used in this Part:

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;

Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
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2.4 Scope of Work

An outline of the Scope of Works is provided below and the full details can be found in the documents listed below.

Replacement of the WWTP inlet structure and installation of new screening equipment is required to:

- Remove the existing, corroded concrete inlet structure which is at end of asset life,
- Install coarse screening for all sewage entering the plant (currently only screened at IDEA plant inlet),
- Improve flow metering accuracy,
- Add overflow management pipework,
- Improve liquid waste receival infrastructure including metering,
- Improved site traffic management and access control for improved safety at the WWTP

Item	Document ID
1	1034-03-08-SPC-004-South Boulder WWTP – Inlet Works Specification- Rev0
2	1034-03-08-APP-001-South Boulder WWTP - Inlet Works - Spec Appendix A - Drawings-RevA
3	1034-03-08-SID-001-South Boulder WWTP - Inlet Works - Const-RevA
4	1034-03-08-SID-001-South Boulder WWTP - Inlet Works - Const-RevA - Bidder to complete and submit
5	1034-03-08-PRS-001-South Boulder WWTP - Inlet Works - Spec Appendix C - Photographic Record-RevA
6	1034-03-08-APP-004-South Boulder WWTP - Inlet Works - Spec Appendix D - Peak Flow Estimation-RevA

Part 4 READ AND KEEP THIS PART

7	1034-03-08-APP-005-South Boulder WWTP - Inlet Works - Spec Appendix E - Penstock Equipment (AMWA)-RevA
8	1034-03-08-APP-006-South Boulder WWTP - Inlet Works - Spec Appendix F - Band Screen Equipment (Aqseptance)-RevA
9	1034-03-08-APP-008-South Boulder WWTP - Inlet Works - Spec Appendix G - Cable schedule-RevA
10	1034-03-08-SOP-001-South Boulder WWTP - Inlet Works Schedule of Prices -Rev0

Milestone payments will be agreed upon by the Principle and the successful Tenderer.

2.5 Implementation Timetable

Approval and construction of the concrete structure to commence following contract award with installation and site works expected within three (3) to four(4) months of contract award or as agreed between Principle and successful contractor.

3 General Conditions of Contract

The General Conditions of Contract are as per the City’s General Condition of Contract for the supply of Goods and Services which is attached as an annexure to this document.

3.1 Insurances

Insurance Type	Insured Amount
Public and Product Liability	\$20,000,000 any one occurrence and in the aggregate.
Workers’ Compensation	The Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law to a limit of not less than \$50,000,000. Include a Principals Indemnity Extension for Act and common law including waiver of subrogation.
Comprehensive Motor Vehicle and Third Party	Comprehensive Motor Vehicle and Third Party Liability for no less than \$30,000,000 any one occurrence.

4 Special Conditions of Contract

NIL

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
City of Kalgoorlie-Boulder
577 Hannan Street
KALGOORLIE WA 6430

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT: RFT018 23/24 – South Boulder Wastewater Treatment Plant Inlet Works Structure.

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Compliance with the Specification contained in the Request.	Yes / No
c) Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
e) Compliance with the Delivery Date.	Yes / No
f) Provided Qualitative Criteria documents.	Yes / No
g) Insurance Coverage table filled.	Yes / No

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

- (a) All information relevant to your answers to each criterion are to be contained within your Submission;
- (b) Respondents are to assume that the Evaluation Panel has no previous knowledge of their organisation, its activities or experience;
- (c) Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) Respondents are to address each issue outlined within a qualitative criterion.

Part 5 COMPLETE AND RETURN THIS PART

<p>(A) Relevant Experience</p> <p>Respondents must address the following in an attachment labelled “Relevant Experience”:</p> <ul style="list-style-type: none"> a) Details of similar Work; b) Demonstrated experience in projects; c) Scope of the Respondent’s involvement including details of outcomes. d) Details of issues that arose during the project(s) and how they were managed; and e) Demonstrate competency and proven track record of achieving outcomes. 	<p>Weighting: 25%</p> <p>Tick if attached <input type="checkbox"/></p>
<p>Respondents must address the above information in an attachment and label it “Relevant Experience”.</p>	
<p>(B) Key Personnel</p> <p>Respondents must address the following in an attachment labelled “Key Personnel” This is to include consultants, sub-consultants, Contractor and sub-Contractors Key Personnel:</p> <ul style="list-style-type: none"> a) Their role in the performance of the Contract. b) Curriculum vitae. c) Membership to any professional or business associations. d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement. e) Any additional information. 	<p>Weighting: 10%</p> <p>Tick if attached <input type="checkbox"/></p>
<p>(C) Construction Assessment</p> <p>Respondents must address and complete the contractor risk component as detailed in 1034-03-08-SID-001-South Boulder WWTP - Inlet Works - Const-RevA - Bidder to complete and submit:</p>	<p>Weighting: 20%</p> <p>Tick if attached <input type="checkbox"/></p>
<p>Respondents must address the above information in an attachment and label it</p>	

“Construction Assessment”.	
<p>(D) Tenderer’s Resources</p> <p>Respondents must address the following information in an attachment labelled “Respondent’s Resources”:</p> <ul style="list-style-type: none"> a) Current commitment schedule; and b) Respondent’s equipment; and c) Any contingency measures or back up of resources including personnel. 	<p>Weighting: 10%</p> <p>Tick if attached</p> <p><input type="checkbox"/></p>
Respondents must address the above information in an attachment and label it “Tenderer’s Resources”.	
<p>(E) Demonstrated Understanding</p> <p>Respondents must address the following information in an attachment labelled “Demonstrated Understanding”:</p> <ul style="list-style-type: none"> a) A project schedule/timeline (where applicable). b) The process for the delivery of the Goods/Services. c) Training processes (if required). d) Demonstrated understanding of the Scope of Work. 	<p>Weighting: 35%</p> <p>Tick if attached</p> <p><input type="checkbox"/></p>
Respondents must address the above information in an attachment and label it “Demonstrated Understanding”.	
<p>(G) Risk Assessment</p> <p>Respondents must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> a) An outline of your organisational structure inclusive of any branches and number of personnel. b) If companies are involved, attach their current ASC company extracts search including latest annual return. c) Provide the organisations directors/company owners and any other positions held with other organisations. d) Provide a summary of the number of years your organisation has 	<p>Tick if attached</p> <p><input type="checkbox"/></p>

Part 5 COMPLETE AND RETURN THIS PART

been in business.

e) Attach details of your referees. You should give examples of work provided for your referees where possible.

f) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.

g) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.

h) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.

i) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.

j) Are you presently able to pay all your debts in full as and when they fall due?

k) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.

l) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.

Respondents must supply evidence of their insurance coverage in the table below.

Insurance Type	Insured Amount	Policy Number	Expiry Date
Public Liability			
Product Liability			
Workers' Compensation			
Comprehensive Motor			

Part 5 COMPLETE AND RETURN THIS PART

Vehicle and Third Party			
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The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.

5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Basis

Option A	Yes / No
Are you prepared to offer a fixed price?	

5.3.2 Price Schedule

Please refer to the 1034-03-08-SOP -001-South Boulder Schedule of Prices- Rev0 attached to this Request. – Schedule of Prices need to be submitted in Excel as well as PDF file format.