



REQUEST FOR QUOTATION
(AS4122 - 2010)
Architectural Services
**GEORGE TOWN AQUATIC, HEALTH, AND WELLBEING
CENTRE**
TENDER NO. RFQ 05/2024

TENDER CLOSING TIME:

2:00pm Friday 14th June 2024

SITE VISIT:

A site visit can be arranged by contacting Sam Tucker, Director - Commercial Project Delivery on 0429 025 518 or sam@cpdelivery.com.au.

LODGEMENT OF TENDER (one only of the following):

Email submission to tenders@georgetown.tas.gov.au (or)
Postal Delivery to P.O. Box 161, George Town TAS 7253 (or)
Council's Tender Box at 16-18 Anne St, George Town, TAS 7253

Council's preference is for electronic submission.

Note – When submitting via email, please use tenders@georgetown.tas.gov.au exclusively, refraining from cc'ing any other emails, including the contact person's email.

ENQUIRIES ABOUT THIS REQUEST FOR TENDER SHOULD BE DIRECTED TO THE CONTACT OFFICER:

Name: Sam Tucker, Director - Commercial Project Delivery
Telephone: 0429 025 518
Email: sam@cpdelivery.com.au

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DEFINITIONS

"**Alternative Tender**" has the meaning given to it by clause 2.3.

"**George Town Council**" means the George Town Council, trading as the George Town Council.

"**Conditions of Tender**" means this document which forms part of the overall Tender Package.

"**Conforming Tender**" has the meaning given to it by clause 2.1.

"**Contact Person**" means the person stated on the titled page of this Tender Package.

"**Contract**" in Section A, Section B and Section C means the agreement formalised as a result of the Tender process, and in Section D means the agreement and includes the following parts, which will take precedence in the following order:

1. Special Conditions.
2. Annexure Parts A of AS4122 - 2010.
3. The Contract excluding AS4122 - 2010 General Conditions for Consultants.
4. AS4122 - 2010 General Conditions of Contract for Consultants.
5. George Town Council Standard Terms and Conditions of Purchase.

"**Contractor**" means the contracted vendor undertaking the service.

"**Contract Sum**" means the amount shown in Section C Schedule 3 of this Tender Package.

"**Council**" means the George Town Council.

"**GST**" means the tax provided for under A New Tax System (Goods and Services Tax) Act 1999.

"**Incident**" means an accident, injury, property damage or environmental damage.

"**Intellectual Property Rights**" means all copyright, patent rights, trademarks, registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.

"**Insurance Requirements**" mean the minimum insurances described in Section D.

"**IP**" means the intellectual property rights attached to data, documents, trade secrets, trademarks, designs, patents and other such rights.

"**Laws and Policies**" means any statute, regulation, ordinance, permit, Australian Standard, licensing requirement, or other lawful requirement imposed by any competent authority. It also includes any notified George Town Council internal policy.

"**Non-Conforming Tender**" has the meaning given to it by clause 2.2.

"**Premise**" means a building or part of a building, whether permanent or temporary, where people reside or carry on business.

"**Payment Method**" means the process described in Section D.

"**Principal**" means the George Town Council.

"**Services**" in Section A, Section B and Section C means the services and requirements outlined in Section B, and in Section D the goods and services ordered by George Town Council from the Contractor as described in the Tender.

"**Tender**" means a returned submission.

"**Tender Submission**" means a returned submission.

"**Prospective Tenderer**" means the party proposing to lodge the Tender Package.

"Tenderer" means the party proposing to lodge the Tender Submission or the party who has lodged a Tender Submission.

"Tender Package" means this entire document inclusive of Sections A through D and all Appendices and Addendums.

"Tender Evaluation Panel" means the panel appointed to evaluate the Tender Submissions.

"Tender Review Committee" means a committee made up of elected councilors to review a Tender recommendation.

"Tender Return Schedules" means the respective forms (schedules) in Section C to be returned as the Tender Submission.

"WHS Incident" means a death, serious injury, illness, dangerous incident, or near miss that arises out of the conduct of the Services whether or not it is reportable to the relevant workplace health and safety regulator.

"Work Health and Safety Management System" means a structured systematic means for managing work health and safety risks and maintaining a safe work environment.

SECTION A - GENERAL CONDITIONS OF TENDERING

***George Town Aquatic, Health, and Wellbeing Centre
Architectural Services***

Tender No. RFQ 05/2024

May 2024

1 GENERAL

George Town Council is seeking professional services for Architectural Design for the development of a new Aquatic, Health, and Wellbeing Centre in George Town.

This RFQ is a two-stage process. Stage 1 is an expression of interest with submissions being evaluated and shortlisted, with shortlisted candidates invited to participate in Stage 2. Stage 2 is the Concept Design Stage where shortlisted candidates will be paid a fee for service to provide high level concepts and present to the tender evaluation panel. The successful candidate from Stage 2 will be offered engagement as the project Architect.

This Tender is issued in accordance with clauses and provisions within Council's Code for Tenders and Contracts (Policy No. GTC-2 available on the George Town Council website), In addition to the Code, these Conditions of Tendering outline the conditions applicable for all parties to the Tender.

1.1 Tender Package

The Tender Package consists of the following documents:

- a) Section A - General Conditions
- b) Section B - Specifications
- c) Section C - Tender Return Schedules
- d) Section D - Contract Document
- e) All appendices and addendums

1.2 Type of Contract

This will be a one-off contract, signed with the successful Tenderer, based on the return schedules in Section C.

1.3 Scope of Work to be Performed

The services to be provided are described in Section B - Specifications.

1.4 Tenderer to be Informed

Tenderers shall, prior to submitting their Tender, become acquainted with the nature and extent of the Contract and the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

No claims arising from a failure to take any such actions will be considered and George Town Council does not accept any responsibility if a Tenderer fails to make its own enquiries, interpretations, deductions and conclusions when preparing its Tender.

Tenderers are required to familiarise themselves with all legislative and regulatory requirements relating to the Services and the elements necessary to perform the Services, which may include Working with Vulnerable people registration.

Tenderers must form their own assessment of the level/amount of Services, materials, plant and all other items necessary to perform the true intent of the proposed Contract, and of the conditions, difficulties and hazards that are associated with the performance of the Contract.

1.5 Industrial Awards and Commercial Agreements

All Contractors are required to comply with the provisions of all applicable legislation, industrial awards, and approved industrial agreements that apply to their operations and the type of work being supplied.

George Town Council expects that all employees and creditors engaged by the Tenderer receive all entitlements due to them as required by the applicable legislation/ industrial instruments and commercial agreements.

1.6 Enquiries

Any enquiries regarding the services specified in the Tender Package should be directed to the nominated contact person(s) as listed on the titled page of this Tender Package.

No statement made by the nominated contact person(s) should be construed as modifying these General Conditions or any other Tender Document, unless confirmed in writing by the nominated contact person(s) and attached to Appendix 1

1.7 Tender Briefing

An on-site Tender briefing meeting may be scheduled by arrangement with the nominated contact person on the titled page of this Tender Package. Any Tenderers interested in this should make contact as soon as possible to discuss.

1.8 Signing Tender Documents

The Tenderer shall sign the Tender Return Schedules in Section C, or if the Tenderer is a corporation, execute the Tender in a manner binding the corporation.

The Tenderer may attach to the Return Schedules in Section C any additional documentation that it wishes to submit in support of its Tender.

Any Tender shall be an irrevocable offer by the Tenderer to perform the contracted Services subject to the terms and conditions set out in these General Conditions.

1.9 Tenderer Not to Solicit the Council and its Advisors

The Tenderer and its representatives, or any other parties must not interfere or attempt to interview or to discuss this Tender with Councillors or employees of the Council, other than the nominated Contact Person(s).

Lobbying from any parties in any form (including any social media platforms) from Tenderers, Councilors, or employees can result in the Tender Submission being excluded from consideration.

George Town Council reserves the right to reject any offer submitted which contravenes this clause.

2 TENDER PREPARATION AND LODGEMENT

2.1 Conforming Tenders

A Conforming Tender means a Tender which:

- a) Is in the form required by the Tender Package
- b) Has completed and executed all the Tender Return Schedules relevant to the offer, and in the manner required; and
- c) Complies with the lodgement requirements
- d) Adheres closely to the project detail and required specifications

2.2 Non-Conforming Tender

Acknowledgement by the principal that it has received a Tender does not imply that the Tender/s has been accepted as a Conforming Tender

- a) Subject to subclause 3.2(b), Non-Conforming Tenders will not be considered
- b) The Principal may, in its sole discretion, consider a Non-Conforming Tender after:
 - i. Taking into account the nature and extent of the non-conformance
 - ii. Considering whether a Conforming Tender has been submitted by another Tenderer, or
 - iii. Considering whether the acceptance or rejection of a Non-Conforming Tender creates a corresponding advantage or disadvantage to the Tender process

2.3 Alternative Tender

An alternative Tender is one which:

- a) Complies with the intent, objectives and the above conditions for a conforming Tender, but does not comply with the detailed scope of work specifications as requested.
- b) An Alternative Tender proposal may be submitted if it is clearly identified as an "Alternative Tender" in the relevant section, and in each of the areas where it fails to comply with the specified requirements.
- c) A Tender submitted which meets the Principal's requirements in an alternative and practical manner, taking into account the totality of the requirements, must include supplementary technical information, together with associated prices, which demonstrates that the alternative offer is suitable and will fully achieve all the specified requirements to the sole satisfaction of the principal.
- d) The council will deem any Tender submitted with attached conditions, or qualifications, as an alternative since it represents a variation from the issuing document standards and terms.
- e) The principal reserves the right in its absolute discretion to either consider Alternative Tender's on their merits, or not to consider them further.
- f) It is not a requirement to submit a conforming Tender with an alternative offer.

2.4 Tender Lodgment

Tenders shall be submitted to George Town Council by the closing date/time via one of the following methods:

- a) Hand delivery to the Council Office at 16-18 Anne Street, George Town and place in the Tender Box located in Reception area.
- b) Postal delivery to PO Box 161, George Town TAS 7253; or
- c) Submitted by email to tenders@georgetown.tas.gov.au

Lodgement Notes:

- a) The preferred method for lodgement of Tender Submissions is electronically.
- b) Verbal and facsimile tenders will not be considered.
- c) Tenders should be marked/titled accordingly with the Tender Number, Tender Description, Closing Time and Tenderer's name, clearly visible.
- d) Documentation submitted electronically needs to use Microsoft Windows Office and/or PDF in Adobe Acrobat. Responses should not be submitted as Macintosh files.
- e) No responsibility will be accepted for any Tender lodged at an incorrect location.
- f) Late tenders will not be considered unless the Principal is of the view (and its decision will be absolute and final) that Circumstances beyond the Tenderer's control were the cause of the lateness.
- g) Late tenders that are not accepted will be marked on the envelope with the time and date of receipt, and be returned to the Tenderer. They will be returned unopened unless it has been necessary to open them to properly identify the Tenderer.
- h) The council shall not accept responsibility for tenders not received by the closing date and time if the tenderer uses postal services or email transmissions.

2.5 Late Documentation

Tender Submissions received after the closing date and time will not be considered.

2.6 Ownership of Tender and Tender Information

Tender Submissions lodged by the Tenderers shall become the property of George Town Council.

2.7 Acknowledgement by Tenderer

The Tenderer acknowledges that:

- a) George Town Council makes no representations and offers no undertakings in issuing this Tender.
- b) George Town Council is not bound to accept the lowest nor any particular Tender.
- c) With notice given, George Town Council may suspend, vary, postpone, extend, terminate or abandon the Tender process at any time.
- d) George Town Council may invite one or more Tenderers to supply further information and/or attend a conference or interview and/or make a presentation, and in doing so is in no way an indication that they are the successful Tenderer.
- e) George Town Council reserves the right to negotiate further with any Tenderer making a submission.
- f) The Tender Evaluation Panel and George Town Council may undertake 'due diligence' checks, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- g) George Town Council will not be responsible for any costs or expenses incurred by a Tenderer arising in any way from the preparation and submission of Tender.
- h) George Town Council accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this Tender.

3 ACCEPTANCE OF TENDER

The successful Tenderer will be notified in writing of the acceptance of its Tender and Unsuccessful Tenderers will be informed of the outcome of the Tender process.

3.1 Validity Period

Tender prices or rates shall remain valid for a period of 90 days from the date of closing of Tenders.

4 CONTRACT

The successful Tenderer will be invited to enter into a Contract with the George Town Council, in accord with the George Town Council procurement policies and procedures. It is proposed that the contract terms attached in Section D plus any appendices will form the general terms of a future agreement, which will also include the requirements as outlined throughout the Tender Package. Although the George Town Council may propose further changes, a future agreement will also incorporate the specifications and related documents which form part of the contract.

5 PROBITY OF TENDER PROCESS

A "Statement of Conformity" document is included in the Tender Return Schedules which addresses compliance with the General Conditions. This document must be made and returned as part of the Tender. Tenderers must ensure that, when preparing and submitting a Tender that they adhere to principles of ethical behavior and fair dealing.

Tenderers must avoid situations where the Tender process is wrongfully influenced by other external interests, such as a relationship or affiliation they may have with a George Town Council officer. Should any Tenderer consider that the Tender process has failed to show fairness in consideration as a Tenderer, or that the process has been prejudiced in any way affecting the Tender or the evaluation, the Tenderer must notify in writing the alleged failure to the nominated contracts representative or the George Town Council management.

Such notification must outline the issues in dispute, the impact upon the Tenderers interests, any relevant background information and the outcome desired for review.

6 USE OF SUBCONTRACTORS

Where a Tenderer proposes to provide any part of the Services using resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the tender, together with information on the relevant experience of such other organisation. Failure to provide such information may result in the returned tender being excluded from further consideration. Tenderers will be required to ensure that any subcontractors engaged:

- a) satisfy the terms and conditions of the issued Tender Package and adhere to all relevant conditions as outlined to the principal contractor.
- b) have stringent safety standards and procedures in place and observe them.
- c) conduct their business operations in a legal, and ethical manner, including paying their respective employees/subcontractors and creditors correctly as per industry award standards and/or agreements.
 - i. In such cases where it is found that the main contractor or a subcontractor is not paying its creditors entitlements as above, upon providing notice to that effect, George Town Council reserves the right to pay the affected subcontractor directly an amount owed. The amount paid will then be deducted from either the next contractor's payment claim or from the security deposit held.
- d) display conduct to members of the public in a similar manner to the George Town Council Code of Conduct.

7 DISPUTE RESOLUTION

- a) Should any Tenderer consider that the tender process has failed to fairly consider a Tender, the Tenderer must immediately and in writing notify the alleged failure to the Contact Person
- b) Within 10 Business Days the Contact Person will contact the Tenderer to discuss the issue raised in the notice
- c) If the Contact Person does not respond within the prescribed time, or the Tenderer is dissatisfied with their discussion with the Contact Person, the Tenderer may contact the relevant General Manager.

8 TENDER RETURN SCHEDULES AND EVALUATION INFORMATION

Tenderers are required to complete the Tender Return Schedules and submit these as part of their tender for evaluation. Tenderers may submit additional information in support of their Tender. George Town Council reserves the right to clarify with any Tenderer the contents of any information.

8.1 Timing of The Tender Process

Advertising / Posting of Tender	Tuesday 28 th May 2024
Submission of Stage 1 Due Date	2:00pm Friday 14 th June 2024
Notification of shortlisted Tenderers	Monday 24 th June 2024
Submission of Stage 2 (concepts) for shortlisted tenderers due	2:00pm Friday 2 nd August 2024
Contract Awarded	August 2024

Any changes to the above timetable will be communicated in writing to those who have received the document, and if any changes are to be made after the closing date and time, then communication will only be sent to those Tenderers who have made a submission.

9 CONFIDENTIALITY

9.1 Control of Confidential Information

Subject to this clause 9, George Town Council and Tenderers must maintain effective systems to protect Confidential Information.

Neither may:

- a) Use Confidential Information for any purpose other than the performance of that person's obligations under the Contract or in the assessment of a Tender.
- b) Disclose (and must ensure that its employees do not disclose) Confidential Information to any third party, except in accordance with the procedure set out in this clause.
- c) Allow its employees access to Confidential Information without ensuring that those employees are aware of and comply with these systems for the protection of Confidential Information.
- d) George Town Council or a Tenderer may disclose Confidential Information to a third party only where that entity has obtained the prior written approval of the other party to such disclosure. This approval must not be unreasonably withheld if the other party has procured a confidentiality undertaking in the same terms as this clause in respect of the information from such third party.

9.2 Information Provided by Council

Information provided in this Request for Quotation or imparted to any Tenderer or prospective tenderer as part of the Tender process is confidential and shall not be used by the Tenderer or prospective tenderer for any other purpose, or distributed to, or shared with any other person or organisation.

If the Tenderer or prospective tenderer does not accept this condition then it must return the Tender Submission within two (2) days to the nominated contact person.

9.3 Information Provided by Tenderers

George Town Council reserves the right to disclose any or all information provided by Tenderers where disclosure is:

- a) Required or compelled by any order of a Court.
- b) Required or compelled by any law.
- c) Required or compelled by notice validly issued by any Authority.
- d) Necessary for the conduct of any legal proceedings.
- e) Necessary for the provision of advice by Council's legal advisers, accountants or other consultants.
- f) Necessary for the evaluation of this Tender.

9.4 Intellectual Property Rights

By submitting a Tender, the Tenderer is deemed to have granted the Principal a right to reproduce the Tender in whole or in part and to authorise any other act or omission in relation to the Tender for the purposes of exercising its rights, or in carrying out its functions and obligations under these conditions of Tender.

The Tenderer indemnifies the Principal against all costs (including legal costs), expenses, losses (including specified loss) or damages incurred or suffered by the Principal in connection with a claim by a third party alleging a breach of Intellectual Property Rights.

10 TENDER EVALUATION

The full details of submission requirements and evaluation can be found in the Architectural Design Brief provided as Appendix 2.

This RFQ is a two-stage process. Stage 1 is an expression of interest with submissions being evaluated and shortlisted, with shortlisted candidates invited to participate in Stage 2. Stage 2 is the Concept Design Stage where shortlisted candidates will be paid a fee for service to provide high level concepts and present to the tender evaluation panel. The successful candidate from Stage 2 will be offered engagement as the project Architect.

10.1 Evaluation Method

Evaluation of Tenders will be in accordance with the conditions under Policy No. GTC-2 Code for Tenders and Contracts, George Town Council.

The Tenderer's ability to satisfy the qualitative criteria will be assessed on the basis of scores allocated independently by the members of the Tender Evaluation Panel in response to questions relating to each criterion. The scoring of Tenders will be based on the degree of achievement by the Tenderer of the criteria, with a maximum score for each criterion being given if the achievement is fully compliant, with no risks and weaknesses.

Scoring is based on the following allocation:

Score	Achievement Description
10	Full achievement of the specified requirements for the criterion
8 – <10	Sound achievement of the specified requirements for the criterion
6 – <8	Reasonable achievement of the specified requirements for the criterion
4 – <6	Satisfactory achievement of the specified requirements for the criterion
2 – <4	Minimal achievement of the specified requirements for the criterion
>0 – <2	Unacceptable achievement of the specified requirements for the criterion
0	Totally deficient and non-compliant for the criterion

During the evaluation process, the Tenderer may be required to provide additional information or clarification. The Tenderer must comply with any such requests within the timeframe specified.

10.2 Evaluation Criteria

Tender Submissions should demonstrate project delivery within the specified budget, meet project milestones and timeline, and with consideration given to the project principles, objective and priorities listed in Section B.

All Tender Submissions shall be checked for conformity, and then evaluated against the following criterion:

Evaluation Criteria
Non-Price
Relevant experience (aquatic/health facility projects). Schedules. 6, 7, 8.
Capacity and resources to deliver the project. Provide Basic Gantt Chart to outline an achievable program Schedule 10.
Project team and capabilities. Provide CV's Schedule 5.
Commerciality and contract acceptance. Acceptance of, or departures from contract terms.
Price
Price. Schedule 3.

The tender which is considered (in all the circumstances) the most advantageous to Council will be accepted. In the event that there are multiple tenders with a similar score / risk profile, the Tender Evaluation Panel reserves the right to request interviews with Tenderers.

11 TENDER CONCLUSION AND RECOMMENDATION

Before the awarding a Tender, a recommendation report from the Evaluation Panel is presented to Council in a closed meeting. This process is to review and ensure that due diligence protocols have been observed and adhered to. Following this review and subsequent approval, the preferred Tenderer will be notified.

SECTION B - SPECIFICATIONS

**George Town Aquatic, Health, and Wellbeing Centre
Architectural Services**

Tender No. RFQ 05/2024

May 2024

1 Architectural Design Brief (Appendix 2)

Information within the Architectural Design Brief form critical details for tender objectives and submission requirements.

Please see Appendix 2 for the full Architectural Design Brief as prepared by Commercial Project Delivery.

2 Functional Design Brief (Appendix 3)

Tenderers are expected to consider information in the Functional Design Brief in their submission.

Please see Appendix 3 for the full Functional Brief as prepared by Sport and Leisure Solutions Pty Ltd.

3 Proposed Services Brief (Appendix 4)

Tenderers are expected to consider information in the Proposed Services Brief in their submission.

Please see Appendix 4 for the full Proposed Services Brief as prepared by COVA.

SECTION C - RETURN SCHEDULES

***George Town Aquatic, Health, and Wellbeing Centre
Architectural Services***

Tender No. RFQ 05/2024

May 2024

SCHEDULE 1 - TENDERER`S FORMAL OFFER

Contract No:	
Project:	
Tenderer:	

Registered Office Address:	Business Address:
Telephone:	
Email:	

Legal Status - All Tenderers are required to complete the following table:			
Legal Structure	Name	Australian Company No (ACN)	Australian Business No (ABN)
Company			
Trust*			
Individual			
Partnership			

*Include details of both trust and trustee

The Tenderers named above, hereby provides a Tender to provide Goods, Works and/or Services in accordance with

- a) The Tender Package.
- b) Any attachments, addenda or schedules submitted with the Tender Documents.

The Tenderer also acknowledges that if it is the successful Tenderer, this will be confirmed in a letter of acceptance which will invite the Tenderer to enter into a formal contract with George Town Council.

The documents listed above will form part of the contract between the parties, although George Town Council reserves the right to negotiate further terms and conditions.

The Tenderer warrants and represents that:

- a) It has fully acquainted itself with all documents referred to in the Tender Package and all matters relating there to.
- b) Agrees to be bound by the General Conditions in Section A.
- c) All of the information provided in the Tender Submission is true and correct.
- d) It has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all of the risks and contingencies which may affect its quoted price.
- e) It has allowed for all such risks and contingencies in its price.

The Tenderer confirms that they offer to provide the Goods, Works and/or Services described in the Tender Submission in accordance with the Tender Package and will do so legally in accord with all required State and federal government legislation.

Executed by an Authorised Officer of Tenderer who has delegated authority to enter into a contract:

Signature:	
Name and title:	Date:
Signature of Witness:	
Name of Witness:	Date:

Tenderers contact person for enquiries about this Tender:

Name:
Position:
Address:
Telephone:
Email:

SCHEDULE 2 - STATEMENT OF CONFORMITY

The Tenderer is to signify whether or not its Tender conforms in all respects to the requirements of the Conditions of this Tender and all other requirements set out in the Tender Documents by indicating below.

Does the Tender conform?	Yes _____ No _____
Is this an Alternative Offer?	Yes _____ No _____

If the Tender does not conform to all the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity and the reasons therefore, and must value each area of non-conformity so that, in the event such non-conformity is deemed unacceptable, the comparative Tender price can be adjusted accordingly. If any non-conformity is not priced and/or is determined to be unacceptable, the Tender may not be further considered.

Area of Non-Conformity and Reason	Value of Non-Conformity (\$)

SCHEDULE 3 - SCHEDULE OF COSTS AND RATES

Architectural Fee % (Excluding GST)	
Construction budget \$16m (Architectural and known key subconsultants)	%
<i>Note: The above % is deemed to include all design co-ordination and other fees associated with being principal consultant. No additional margin will be charged on fees of subconsultants engaged.</i>	
Final Fee Break Up	
Concept Design	%
Schematic Design (to Development Application)	%
Detailed Design (to Building Approval & Tendering Docs)	%
Construction Issue Documentation	%
TOTAL	100%
Architectural Hourly Rate Schedule (Excluding GST)	
Director/Principal	\$
Project Architect	\$
Project Drafting	\$
Other:	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$

SCHEDULE 4 - INSURANCES

Insurance Type	Insurance Company
Public Liability (minimum \$20m)	
Professional Indemnity	
Comprehensive Motor Vehicle Third Party	
Workers Compensation/ Income Protection or Personal Accident.	
Other	

The successful Tenderer will be asked to produce a Certificate of Currency for each insurance category required.

SCHEDULE 5 - KEY PERSONNEL & QUALIFICATIONS

Tenderers shall detail below the key personnel proposed for this work.	Name	Years of Experience	Task Responsible for.

SCHEDULE 6 - REFEREES

Please provide details of relevant or previous experience of the company and major subcontractors. (Please copy this sheet for additional referees or subcontractor referees)

Project Type	
Client's Name	
Client's Contact Person	
Client's Address	
Client's Phone Number	
Year Completed	
Project Type	
Client's Name	
Client's Contact Person	
Client's Address	
Client's Phone No	
Year Completed	

SCHEDULE 7 - LICENSES / QUALIFICATIONS

Please provide here details of relevant qualifications of the company and major subcontractors. (Please copy this sheet for subcontractors)

Tenderers shall detail any relevant current licenses, or Qualifications. Licenses will need to be presented upon request.	License/Qualification Coverage	Expiry Date

SCHEDULE 8 - EXPERIENCE

Provide detailed Experience on similar projects.

SCHEDULE 9 - SUBCONTRACTORS

The names of Subcontractors (including consultants and sub-consultants) proposed to be engaged for the contract:

- a) Written approval of all subcontractors is required before commencement of the contract.
- b) The nomination of alternatives is acceptable.
- c) The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

Name & Address of Subcontractor	Description of Proposed Works to be Subcontracted	Est Work Value

SCHEDULE 10 - PROJECT TIMELINE

Detail Project Schedule showing all milestones and timelines.

SCHEDULE 11 - WORKPLACE HEALTH AND SAFETY

By signing the RFQ Return Schedule, Section C Schedule 1, the Tenderer guarantees that all work under this agreement shall be executed in compliance with Workplace Health and Safety legislation, and George Town Council workplace health and safety requirements.

SECTION D - CONDITIONS OF CONTRACT FOR CONSULTANTS (AS4122 / 2010)

***George Town Aquatic, Health, and Wellbeing Centre
Architectural Services***

Contract No. RFQ 05/2024

May 2024

1 AS 4122 - 2010 ANNEXURE

Part A

Annexure to the Australian Standard
 General Conditions of Contract for Consultants
 AS 4122-2010
 (Based upon AS 4122-2010)

The parties are encouraged to review AS 4121-1994, *Code of Ethics and procedures for the selection of consultants*, prior to completing Annexure Part A.

	<i>Item</i>		
A1	<i>Item 1</i> (clause 1.1)	<p>The <i>Client</i> is:</p> <p>Guidance Note: Insert the identity of the <i>Client</i> with ABN and address. Identify whether the <i>Client</i> is acting as the agent of another person, and if so, identify that person and their ABN. (You can verify the name and ABN free of charge at www.asic.gov.au or www.abr.gov.au)</p>	<p>GEORGE TOWN COUNCIL</p> <p>16-18 Anne Street</p> <p>George Town TAS 7253</p> <p>ABN 68 300 116 092</p>
A1	<i>Item 2</i> (clause 1.1)	<p>The <i>Consultant</i> is:</p> <p>Guidance Note: Insert the identity of the <i>Consultant</i> with ABN and address. (You can verify the name and ABN free of charge at www.asic.gov.au or www.abr.gov.au)</p>	<p>.....</p> <p>.....</p> <p>of.....</p> <p>.....</p> <p>ABN.....</p>
A1	<i>Item 3</i> (clause 1.1)	<p>The <i>Contract Documents</i> are:</p> <p>Guidance Note: Insert any other relevant <i>Documents</i> forming this <i>Contract</i>.</p>	<p>1. THIS ENTIRE TENDER PACKAGE DOCUMENT RFQ 05/2024 INCLUDING ALL APPENDICES AND ADDENDUMS</p>
A1	<i>Item 4</i> (clause 1.1)	<p>The <i>Scope</i> is described in the following <i>Documents</i>, or the <i>Scope</i> is:</p> <p>Guidance Note: The <i>Scope</i> is intended to describe the <i>Scope</i> of the <i>Services</i> that are required to be performed and their relationship to the project being undertaken by the <i>Client</i>. Either identify the <i>Documents</i> that describe the <i>Scope</i> or include a statement of the <i>Scope</i> in this <i>Item</i>.</p>	<p>1. TENDER PACKAGE SECTION B "SPECIFICATIONS" AND INCLUDING ALL APPENDICES AND ADDENDUMS</p>

Section D - Conditions of Contract for Consultants (AS4122/2010)

	<i>Item 12</i> (clause 12.1)	The rate of interest for overdue payment is:	NIL
A1	<i>Item 13</i> (clause 12.1)	Alternative 1: The date or the period after commencement of this <i>Contract</i> , by which the <i>Services</i> must be completed is: Alternative 2: Under the program attached. Guidance Note: If Alternative 2 is to apply, a program must be attached.	Alternative 1: NOT APPLICABLE Date:..... Alternative 2: If nothing stated or attached then within a reasonable time
A1	<i>Item 14</i> (clause 12.3(c))	Other causes of delay for which the <i>Consultant</i> may notify an extension of time:	NONE IDENTIFIED
	<i>Item 15</i> (clause 13.2)	The <i>Approvals</i> to be obtained by the <i>Consultant</i> are:	ALL APPROVALS AUTHORISED BY THE CLIENT
A1	<i>Item 16</i> (clause 18)	The key personnel are: Guidance Note: Insert the identity of the key personnel together with a description of the work they will perform.	Name: Role to be performed: AS PER SECTION C SCHEDULE 5
	<i>Item 17</i> (clause 19.2)	Existing conflicts of interest:
	<i>Item 18</i> (clause 21.3)	Copyright and other <i>Intellectual Property Rights</i> , the Alternative that applies is: Guidance Note: Identify whether Alternative 1 or Alternative 2 applies.	ALTERNATIVE 1

Section D - Conditions of Contract for Consultants (AS4122/2010)

	<i>Item 19</i> (clause 21.3 Alternative 2)	List excluded <i>Intellectual Property Rights</i> : Guidance Note: For example, maps referenced from Google Earth.	N/A
	<i>Item 20</i> (clause 21.4, Alternative 2)	The additional amount payable to the <i>Consultant</i> for granting of <i>Intellectual Property Rights</i> to the Client is: Guidance Note: If Alternative 2 applies, state the additional amount payable to the <i>Consultant</i> to vest the <i>Intellectual Property Rights</i> in the Client.	NONE
	<i>Item 21</i> (clause 22.1)	Does clause 22 (<i>Moral Rights</i>) apply? If yes, the author is: Guidance Note: For example, the name of the <i>Consultant</i> .	Yes No (strike through as relevant.)
	<i>Item 22</i> (clause 23.1)	The following <i>Documents</i> are confidential: Guidance Note: Confidential <i>Documents</i> could include, <i>Client Information</i> , this <i>Contract</i> and the <i>Deliverables</i> . It may also include <i>Fee</i> information and background <i>Intellectual Property Rights</i> .	THE CONTRACT CLIENT PROVIDED INFORMATION DELIVERABLES
A1	<i>Item 23</i> (clause 24.4)	Maximum period for which <i>Client</i> may suspend the <i>Services</i> at any one time, after which the <i>Consultant</i> may terminate:	TWENTY EIGHT DAYS
	<i>Item 24</i> (clause 29.1)	The <i>Consultant's</i> liability is limited to: Guidance Note: As a guide the liability should be specified as a monetary amount and not refer to the insurance policy.	TEN MILLION AUSTRALIAN DOLLARS (\$10,000,000)

2 SPECIAL CONDITIONS

2.1 Contract

The Contract is amended or added to, by the following documents in the order or precedence set out below:

1. Special Conditions.
2. Annexure Parts A of AS4122 - 2010.
3. The Contract excluding AS4122 - 2010 General Conditions for Consultants.
4. AS4122 - 2010 General Conditions of Contract for Consultants.
5. George Town Council Standard Terms and Conditions of Purchase.

2.2 Contact Personnel

George Town Council Contacts	Tenderers Contact
Superintendent Peter Rickards – George Town Council Phone (03) 6382 8800 or 0438 743 217 peterr@georgetown.tas.gov.au	

2.3 Pricing

All costs included within this Contract are fixed and variations to pricing are not permitted unless mutually agreed in writing.

2.4 Payment

To the maximum extent permissible by law, the standard terms of payment of the Contractor's invoice, claim or progress certificate (as applicable) will be 30 days from the:

- a) the date of receipt of a fully compliant invoice or claim from the Contractor, which must include a reference to the specific George Town Council Purchase Order; and
- b) the acceptance of the work or services by George Town Council as being delivered in accordance with this Contract.
- c) If the Contractor engaged fails to honour this contract by failing to pay their contractors on this project, the due and owed amount, then George Town Council reserves the right to pay the subcontractor an amount owed directly, then deduct the payment made from the Contractors payment or deduct the payment from the security deposit held.

2.5 Payment Schedule

Claims for payment can be presented in accord with the following payment hold points.

- a) all claims are to be presented to the project superintendent / manager for approval before invoicing.
- b) claims can be presented to the superintendent/manager on a monthly basis for work undertaken and completed for the previous month.

2.6 Variations

Any variations to the agreed contract must be in writing and signed as accepted by duly authorised person/s.

3 DEED OF EXECUTION

Note: Not to be completed until the Tenderer/Contractor is notified that they have been successful and are invited to contract, see Conditions of Tender Section A clause 3.

Executed as an AGREEMENT is made this day of 2024

Signed by an authorised representative of)

George Town Council)

)

Name:

Position:

SIGNED by the Contractor)

or their authorised representative)

)

Name:

Position:

APPENDIX 1 - Addendums

Amendments to the RFQ Documents (**Addendums or changes during the process**)

APPENDIX 2 - Architectural Design Brief

Tenderers are expected to consider information in the Architectural Design Brief as prepared by Commercial Project Delivery in their submission.

APPENDIX 3 - Functional Design Brief

Tenderers are expected to consider information in the Functional Design Brief as prepared by Sport and Leisure Solutions Pty Ltd in their submission.

APPENDIX 4 - Proposed Services Brief

Tenderers are expected to consider information in the Proposed Services Brief as prepared by COVA in their submission.