



Government  
of South Australia

Department for Infrastructure and Transport

Guidelines:

**PREFERRED SUPPLY ARRANGEMENT**  
**PROJECT MANAGEMENT AND CONTRACT MANAGEMENT**  
(PSA No.19C171)

**CONTACT FOR FURTHER  
INFORMATION**

General Enquirers  
[DIT.PSAPMCM@sa.gov.au](mailto:DIT.PSAPMCM@sa.gov.au)

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# 1 INTRODUCTION

## 1.1 Guidelines

Companies wishing to be part of Contract No. 19C171 – *Preferred Supply Arrangement Project Management and Contract Management* (“PSAPMCM”) are invited by the Department for Infrastructure and Transport (“the Department”) to submit an Application in accordance with these Guidelines (“the Application”).

To be eligible, Applicants must be able to demonstrate the appropriate, skills, management systems and experience appertaining to performing Project Management and Contract Management for the Commissioner of Highways (“the Principal” or “the Client”) and other selection criteria.

The submission must contain all information requested in the Application otherwise the Application will not be accepted.

A company may submit an Application at any time whilst the PSAPMCM is open.

Approval of an Application does not represent a guarantee of work and no representations made by the Principal guarantee the amount of work over the term.

Any services delivered under the PSAPMCM will be in accordance with the Terms and Conditions (refer Attachment 1 of the Application Form) that an Applicant will need to agree to be bound by as a pre-condition to being accepted onto the PSAPMCM.

The Principal may amend or add to the information in these Guidelines or the Application at any time.

## 1.2 Accuracy of Guidelines

The Principal makes no promise or representation that any factual information supplied in or in connection with your participation in the PSAPMCM or Guidelines are accurate.

Information is provided in good faith and the Principal will not be liable for any omission from these Guidelines.

## 1.3 Your Use of Guidelines

Without the express prior written consent of the Principal, you must not re-produce, re-advertise and/or in any way use the contents of these Guidelines either in whole or in part, other than for the purpose of preparing and lodging an Application.

## 1.4 Procurement Process does not create a Contract

Your Application is at your sole risk.

Nothing in these Guidelines or your Application must be construed as creating any binding contract or other legal relationship (express or implied) between you and the Principal.

An Applicant’s participation in the PSAPMCM process is non-exclusive.

Nothing in these Guidelines shall prevent or prohibit or be construed as preventing or prohibiting the Principal from seeking services or materials from any other company, whether prequalified for the PSAPMCM or otherwise, if the Principal so wishes.

## 2 YOUR APPLICATION TO THE PSAPMCM

### 2.1 Format of Application

Your Application must:

- a) be in English;
- b) be endorsed by an appropriately authorised officer;
- c) observe word limits where specified as the Principal reserves the right to disregard any part(s) of your Application that exceed any specified word limit;
- d) be concise and only provide what is sufficient to present a complete and effective response; and
- e) be in the format included in Appendix 1 of these Guidelines.

The Principal may disregard any content in an Application that is illegible.

### 2.2 Application Categories

The PSAPMCM is open to all companies who can provide suitable project management or contract management services in accordance with the selection criteria.

### 2.3 Application

Your Application must include the following completed schedules included in the Application (refer Appendix 1).

1. Supplier Information;
2. Insurances;
3. Compliance;
4. Application Requirements;
5. Statement of Intent for Industry Participation Plan (IPP); and
6. Registration with Tenders SA.

Please note, as part of the Application you are agreeing to the PSAPMCM Terms and Conditions as provided in Attachment 1 of the Application. No further negotiation will be entered into during any stage of the PSAPMCM unless the Principal alters the Terms and Conditions for a specific Work Order Request. Any successful Work Order Offer will be awarded by a Letter of Award signed by both parties. No relationship or contractual exists until the Letter of Award is executed by the last party.

You are responsible for the cost of preparing and submitting your Application(s) and all other costs arising from your participation in the PSAPMCM.

Your Application must be submitted via the PSAPMCM mailbox at <mailto:DIT.psapmcm@sa.gov.au>.

## 2.4 Validity

By lodging an Application you agree that the Application will remain open for acceptance by the Principal for 120 days from the Application closing date.

## 2.5 Timeframes

The PSAPMCM is open for applications subject to the Principal's discretion.

The Preferred Supply Arrangement may be closed without notice at the Principal's discretion.

## 2.6 Principal's Use of Your Application Materials

Upon lodgement, your Application will become the property of the Principal.

Intellectual Property owned by you or any third parties forming part of the Application will not pass to the Principal with the physical property comprising the Application materials. However, you acknowledge and agree that you have the authority to grant to the Principal an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Application to the extent necessary to conduct the evaluation and in the preparation of any resultant contract.

## 3 CONSORTIA AND SUB-CONTRACTING FOR THE APPLICATION

### 3.1 Consortia

The Principal will not accept any submission from a consortium.

### 3.2 Sub-contracting

The Principal will not allow any sub-contracting arrangement to occur in the delivery of the PSAPMCM services.

## 4 APPLICATION PROCUREMENT PROCESS CONDUCT

### 4.1 Your Conduct

You must:

- a) ensure all communications are undertaken via the contact person;
- b) declare any actual or potential conflict of interest;
- c) not employ or engage the services of any person who has a duty to the Principal as an adviser, consultant or employee (or former adviser, consultant or employee) unless necessary approvals and clearances have been obtained;
- d) not apply any incentive to, or otherwise attempt to influence, any employee of the Principal or any member of an evaluation team at any time;
- e) not engage in any collusive or anti-competitive conduct with any Supplier or Applicant under these Guidelines;
- f) comply with all laws in force in South Australia applicable to this PSAPMCM;

- g) disclose whether you are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s); and
- h) not issue any news releases or responses to media enquiries and questions regarding these guidelines without the Principal's written approval.

If you act contrary to the expectations outlined above, the Principal reserves the right (regardless of any subsequent dealings) to exclude your Application from further consideration.

## 4.2 Principal Conduct

The Principal will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality); and
- b) give all Applicants under the PSAPMCM the opportunity to compete fairly.

## 4.3 Confidentiality

You must identify any aspect of your Application that you consider should be kept confidential including reasons. The Principal is not obliged to treat information as confidential and in the absence of any agreement to do so, you acknowledge that the Principal has the right to publicly disclose the information.

Any condition in your Application that seeks to prohibit or restrict the Principal's right to disclose will not be accepted.

Notwithstanding any undertaking regarding confidentiality, by submitting an Application, you agree that the Principal may forward information relating to you or your Application to the Australian Competition and Consumer Commission (ACCC) if the Principal reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel conduct or unlawful collusion in relation to your participation in the PSAPMCM (whether or not the suspicion relates to your Application).

Information supplied by or on behalf of the Principal is confidential to the Principal and you are obliged to maintain its confidentiality. You may disclose confidential information to any person that has a need to know the information for the purposes of submitting your Application.

## 5 APPLICATION EVALUATION PROCESS

### 5.1 Evaluation

Applications will be assessed against the Application Requirements in Schedule 4 of the Application Form to determine suitability of applicants for the various categories.

In evaluating Applications the Principal will consider:

- a) the Applicant's acceptance of the proposed Terms and Conditions in Schedule 2 of the Application Form;
- b) Certificates of Currency of Insurances as requested in Schedule 3 of the Application Form;
- c) suitability of candidates nominated in the respective categories in Schedule 4 of the Application Form;
- d) compliance with applicable Government Policies; and
- e) any other information that the Principal considers relevant.

The Principal may in its absolute discretion (but is not obliged to):

- a) determine the Categories as appropriate for each Applicant;
- b) take into account any relevant consideration when evaluating Applications;
- c) invite any person or entity to lodge an Application;
- d) allow a member under the PSAPMCM to change its Application;
- e) consider, decline to consider, or accept (at the Principal's sole discretion) an Application lodged other than in accordance with these guidelines;
- f) seek further information from you regarding your Application including but not limited to requests for additional information or presentations by, or interviews with you or your key personnel;
- g) suspend or terminate this PSAPMCM process; and
- h) make enquiries of any person or entity to obtain information about any member under the PSAPMCM and its Application (including but not limited to the referees); and

### 5.2 Negotiation

The Principal may choose to:

- a) enter into negotiations with you or any Applicant under the PSAPMCM (including parallel negotiations with more than one member under the PSAPMCM in order to vary its Application on grounds of capability/capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters;
- b) re-evaluate Applications generally after any negotiation;
- c) suspend, discontinue or terminate at any time negotiations with you or any member under the PSAPMCM or any other person or organisation; and
- d) negotiate at any time with any organisation that is not a member under the PSAPMCM and enter into a contract in relation to the Guidelines or any part of the Guidelines with that organisation on such terms as the Principal, at its absolute discretion, considers appropriate.

### **5.3 Acceptance to the PSAPMCM**

You will be notified in writing of your acceptance onto the PSAPMCM and your company name will appear on the PSAPMCM register published on the Principal's website.

### **5.4 Review of Ongoing Compliance**

The Principal may, at any time, request you to provide evidence of your ongoing compliance to the requirements under which your Application on the PSAPMCM was granted.

You shall provide any required information within seven (7) days of such request.

Your failure to provide all the required information within seven (7) days will result in you being removed from the PSAPMCM (at the sole discretion of the Principal).

### **5.5 Performance**

#### **Revocation of Applicant Status**

An Applicant will be removed from the PSAPMCM (at the Principal's discretion), if the Applicant:

- a. does not respond to a Work Order Request in any 12 month period having been issued at least three requests in that 12 month period; or
- b. fails to demonstrate their ability to meet the minimum assessment requirements for their appointed service categories due to staff changes; or
- c. is found to be in breach of its obligations or commitments under the PSAPMCM, and the Principal, in its sole discretion, believes it warrants removal from the PSAPMCM.

#### **Performance Review**

You may not be offered work under the PSAPMCM (at the Principal's discretion) if your performance, when undertaking work for the Principal is not at the standard expected or required.

The Principal may, in its absolute discretion, consider your performance against Key Performance Indicators in previous agreements with the Principal when allocating Services to you.

The Principal may, in its absolute discretion and without limiting this clause 5.5, consider your current workload and availability to perform the services to the nominated completion date when requesting Services from you.

## 6 HOW TO WIN WORK

### 6.1 General

Upon establishment of the PSAPMCM, the secondary procurement process will seek responses to Work Order Requests from the PSAPMCM members.

A Job will be identified and released in a Work Order Request to a PSAPMCM member based on the type of service required in accordance with Section 2.2 above.

In consideration of the value of the procurement, proposed procurement approach and delivery and technical risks, the procurement is deemed '**Low**' risk based on the following attributes:

- the services being acquired are routine and there is a mature market in South Australia to provide services; and
- organisations will agree to the Department's Terms and Conditions as part of the Application; and
- the PSAPMCM will have an overarching governance framework which will provide assurance and support the effective management of the PSAPMCM; and
- rates are proposed to be capped, therefore managing spend; and
- a dedicated full-time resource will be allocated to manage the PSAPMCM.

At the Principal's sole discretion, a Job may be requested as an individual project or a bundle of multiple projects. Locations may be both metro and rural covering the State of South Australia. Work may be required across a range of environments, some of which may require specific conditions of entry such as rail corridors, traditional owned lands (e.g. APY Lands) and active construction sites. You will be obligated to comply with all site entry prerequisites.

### 6.2 Work Order Request

For each Job under the PSAPMCM, the Principal will release a Work Order Request which may include, but will not be limited to:

- Contact details, submission details and closing time and date;
- Tender Form;
- Scope of work;
- IPP requirements.

An example of a Work Order (incorporating a Work Order Request) is included in (Refer Appendix 2).

A Job requested under a Work Order Request is based on the unamended PSAPMCM Terms and Conditions agreed by you in the Application stage. No negotiation or changes to the Terms and Conditions requested by the PSAPMCM member will be accepted by the Principal during any subsequent stages.

The number of members for each Work Order Request will be selected at the Principal's sole discretion.

### 6.3 Work Order Pricing

If requested, each member will provide a Work Order Offer within the time specified in the Work Order Request.

All Work Order Offers shall be submitted via Tenders SA and within the timeframe nominated on the Work Order Request. Any Work Order Offers received outside of Tenders SA will be deemed non-compliant and set aside from evaluation.

The Work Order Offer will be in the format provided in the Principal's Work Order Request and shall not include any other documents or schedules not requested in the Work Order Request. Additional documents or schedules provided with a Work Order Offer will not be considered and may lead to the Work Order Offer being non-conforming and set aside from further evaluation.

Late submissions will not be considered.

## 6.4 Work Order Offer Evaluation

The Work Order Offer will be evaluated as follows:

1. candidates supplied by Applicants will be assessed as suitable or unsuitable based on their suitability and experience to the category and description of work required.
2. if they are assessed as suitable then they will be assessed using the comparative pricing method, inclusive of the IPP score.
3. at the Principal's discretion, a best and final offer (BAFO) may be requested from the Applicants before the award of the work.

## 6.5 Award

Upon completion of the Work Order Offer evaluation, if a Job is to be awarded by the Principal, a Letter of Award substantially in the form included in Appendix 3 will be issued to the preferred member. Nothing provided by the Principal prior to this Letter of Award will constitute an acceptance by the Principal of a Work Order Offer or give rise to a contractual obligation.

This Letter of Award will comprise the formal instrument of agreement between the Principal and the member for the Job.

The preferred member shall sign and return the Letter of Award to the Principal's Representative and upon execution by both parties will form a contractual relationship between the parties to undertake the Job for that Work Order only.

## 6.6 Performance Evaluation

The Contract Manager will provide performance evaluation feedback to the PSAPMCM member in accordance with the Key Performance Indicators at the completion of each Work Order or every six (6) months, whichever is earlier.

The results will be taken into consideration when allocating future Work Orders Requests in accordance with Section 6.4 of these Guidelines.

Notwithstanding this clause 6.6, the Contract Manager may evaluate and review member performance and quality of work at any stage during the course of the PSAPMCM.

## **7 GOVERNMENT POLICIES**

South Australian Government policies apply to all South Australian Government purchasing and related activities.

### **7.1 Employment of Ex-Government Employees**

Unless an exemption has been granted by the Treasurer, the Principal will not accept the services of any former public sector employee, either directly or through a third party, for a period that corresponds with the number of weeks of a targeted voluntary separation package received from the South Australian Government, where such engagement may breach the conditions under which the separation package was paid to the former public sector employee.

### **7.2 Disclosure of Government Contracts**

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

## APPENDIX 1 – APPLICATION FORM INCLUDING TERMS AND CONDITIONS

Refer to Application Form



Government  
of South Australia

**Department for Infrastructure and Transport**

**APPLICATION FOR:**

**Preferred Supply Arrangement – Project Management and Contract  
Management (PSA-PMCM)**

**(PSA No. 19C171)**

**APPLICATIONS AND  
FURTHER INFORMATION**

E-mail: [DIT.PSAPMCM@sa.gov.au](mailto:DIT.PSAPMCM@sa.gov.au)

## INSTRUCTIONS

### **General**

Companies (Applicants) wishing to apply for 19C171 Preferred Supplier Arrangement – Project Management and Contract Management with the Department for Infrastructure and Transport (the Department) **must** fill out this Application Form and attach the information requested.

- Complete the Application Form and save as a .docx or .pdf file (without these instructions).
- Save the attachments as .pdf files. Where the files are small, they should be combined so that an absolute maximum of 10 files in total are submitted. Strictly follow the numbering system in this form when preparing the attachments.

Further guidance on applying for membership can be found in the Application Guidelines: 19C171 Preferred Supply Arrangement, Project Management and Contract Management.

The submission of an Application is deemed agreement by the Applicant to the terms and conditions of the Guidelines.

### **Submitting the Application**

Applications must:

- a) include all documentation outlined in this Application Form, together with any other supporting technical or financial information;
- b) include file names which clearly indicate the applicable section numbers of this application that are addressed in the file; and sent the mailbox [DIT.PSAPMCM@sa.gov.au](mailto:DIT.PSAPMCM@sa.gov.au)
- c) with the following subject line:

NEW APPLICATION – 19C171 Preferred Supplier Arrangement – Project Management and Contract Management.

**Do not** submit a hard copy.

**Do not** submit information not specifically requested in this Application.

Enquiries may be directed to [DIT.PSAPMCM@sa.gov.au](mailto:DIT.PSAPMCM@sa.gov.au).

### **Publication of Details**

Once accepted in the PSAPMCM, the contact details provided in this Application Form will be published on the following internet site: [https://dit.sa.gov.au/contractor\\_documents/prequalification](https://dit.sa.gov.au/contractor_documents/prequalification).

It is the Applicant's responsibility to ensure that the contact details provided are up to date.

**SCHEDULE CHECKLIST FOR APPLICATION**

For each item please tick the box to indicate that the Schedule has been completed and included with your Application.

1	Supplier Information	<input type="checkbox"/>
2	Compliance	<input type="checkbox"/>
3	Insurances	<input type="checkbox"/>
4	Application Requirements	<input type="checkbox"/>
5	Statement of Intent for Industry Participation Plan (IPP)	<input type="checkbox"/>
6	Registration with Tenders SA	<input type="checkbox"/>
7	Representative experience and resource categories	<input type="checkbox"/>

## APPLICATION FORM

### Schedule 1. Supplier Information

Trading Name	<insert name>
Registered Name	<insert name>
ACN	<insert number>
ABN	<insert number>
Address of registered office	<insert address>
Place of business in South Australia (if relevant)	<insert address>
Type of entity (e.g. company, trust, partnership, sole trader, other)	<insert entity>
Key Personnel (e.g. directors, chief executive officer, principal of business etc.)	<insert names and positions>
Telephone	<insert phone number>
Website	<insert URL>

### Contact Details

Contact Person	<insert name>
Position	<insert position>
Address	<insert address>
Postal address	<insert address, if different to the above>
E-mail (provide 2 e-mail addresses. These must also be registered with Tenders SA – Schedule 7)	<insert email address> <insert email address>
Telephone	<insert phone number>

### Conflict Of Interest

You must provide details of any actual or perceived interests, relationships or clients which may cause a conflict of interest or potential conflict of interest, and actions to prevent or manage the conflicts of interest.

## Schedule 2: Compliance

Terms and Conditions	
Confirm that you agree to comply with the proposed Preferred Supply Arrangement - Project Management and Contract Management Terms and Conditions outlined in Attachment 1 without any further amendment.	Yes
Consultant's Name: .....	
<b>SIGNED</b> for and on behalf of <b><u>THE CONSULTANT</u></b> ) by a duly authorised officer in the presence of: )	
..... Witness signature	..... Authorised officer signature
..... Witness name	..... Authorised officer name
..... Date	..... Authorised officer position
	..... Date

### Schedule 3: Insurances

Provide details of each insurance policy relevant to the PSAPMCM.

<b>Public Liability Insurance</b>	
Certificate of Currency of Public Liability Insurance to \$10 million attached to this response document	Yes/No
Value of Insurance	
Date of Insurance expiry	
<b>Professional Indemnity Insurance</b>	
Certificate of Currency of Professional Indemnity Insurance to \$1 million attached to this response document	Yes/No
Value of Insurance	
Date of Insurance expiry	
<b>Other Insurance</b>	
ReturnToWorkSA Certificate of Workers Compensation	Yes/No

## Schedule 4: Application Requirements

4.1 The Applicant is required to nominate candidate qualifications matching the following categories, candidate descriptions, proposed rates and indicative usage. Please provide CVs for all nominated personnel.

PROJECT MANAGEMENT AND CONTRACT MANAGEMENT				
Category	Candidate Descriptions	Proposed Rates	Indicative Usage	Nominated Categories
A	<p>The Candidate will possess strong commercial and technical capability to effectively undertake highly complex Project Management and Contract Management roles, for the Department. The Registrant will perform SAES equivalent standard upon commencement.</p> <p>This role is reserved for:</p> <ul style="list-style-type: none"> <li>• Project Director; or</li> <li>• Specialised Commercial Manager; or</li> <li>• Specialised Procurement Director.</li> </ul>	By negotiation	Limited	Yes/No
B	<p>The Candidate will have demonstrated capability to undertake Project Management and Contract Management roles for the Department immediately. Successful Registrants will need to deliver services at Manager equivalent level.</p> <p>This role is reserved for:</p> <ul style="list-style-type: none"> <li>• Senior Project Manager; or</li> <li>• Senior Contract Manager; or</li> <li>• Senior Procurement Manager.</li> </ul>	Up to \$195 plus GST per hour	Routine	Yes/No
C	<p>The Candidate will have demonstrated capability to undertake client-side Project Management and Contract Management roles. Successful applicants will need to deliver client-side services at a senior level. This will require experience working client-side and preferably with the Department.</p> <p>This role is reserved for:</p> <ul style="list-style-type: none"> <li>• Project Manager;</li> <li>• Contract Manager; and</li> <li>• Procurement Manager.</li> </ul>	Up to \$163 plus GST per hour	Routine	Yes/No
D	<p>The Candidate will have the ability to undertake client-side Project Management and Contract Management or Site Manager roles. Successful Registrants will need to have experience working client-side or extensive experience working on the Department projects as a Project Engineer / Contract Manager or Site Engineer.</p> <p>This role is reserved for:</p> <ul style="list-style-type: none"> <li>• Project Officer; or</li> <li>• Site Engineer/Contract Administrator; or</li> <li>• Procurement Adviser.</li> </ul>	Up to \$131 plus GST per hour	Routine	Yes/No
E	<p>The Candidate will have highly technical skills and capability and extensive experience in a specialised field of engineering, project management or contract management. This may include experience in delivering complex, road or bridge projects. The Registrant is not required to have past Department experience.</p>	By negotiation	Limited	Yes/No

\*Refer to 4.2 below for guidance on nominating for the appropriate Category.

4.2 Secondary procurement candidate selection criteria matrix

During the secondary procurement process, candidates will be assessed based on the following categories, mandatory requirements and core capabilities.

Category	Mandatory requirements	Core capabilities
A	<ul style="list-style-type: none"> <li>a) Minimum 12 years the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management;</li> <li>b) Relevant tertiary qualification;</li> <li>c) Demonstrated approach to mentoring staff.</li> </ul>	<ul style="list-style-type: none"> <li>a) Recognised as a senior leader within the construction sector and demonstrate experience in procuring or leading high value, high risk and complex projects, \$100 million and above.</li> <li>b) Demonstrated experience in leading a multi-discipline team to achieve project objectives and meet community needs.</li> <li>c) Demonstrated commercial acumen skills and the ability to negotiate outcomes with complex stakeholders.</li> </ul>
B	<ul style="list-style-type: none"> <li>a) Minimum 7 years with the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management.</li> <li>b) Relevant tertiary qualification and/or extensive industry experience</li> <li>c) Demonstrated approach to mentoring staff.</li> </ul>	<ul style="list-style-type: none"> <li>a) Demonstrated experience in procuring, leading or contract managing high risk and complex projects, \$50 million and above.</li> <li>b) Demonstrated experience in leading a multi-discipline team to achieve project objectives and meet community needs.</li> <li>c) Demonstrated commercial acumen skills and the ability to negotiate outcomes with complex stakeholders.</li> </ul>
C	<ul style="list-style-type: none"> <li>a) Minimum 5 years the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management.</li> <li>b) Relevant tertiary qualification and/or extensive industry experience.</li> <li>c) Demonstrated approach to mentoring staff.</li> </ul>	<ul style="list-style-type: none"> <li>a) Demonstrated experience in procuring, leading or contract managing projects up to \$50 million.</li> <li>b) Demonstrated experience in leading a multi-discipline team to achieve project objectives and meet community needs.</li> <li>c) Demonstrated commercial acumen skills and the ability to negotiate outcomes with complex stakeholders.</li> </ul>
D	<ul style="list-style-type: none"> <li>a) Minimum 3 years the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management.</li> <li>b) Relevant tertiary qualification and/or extensive industry experience.</li> </ul>	<ul style="list-style-type: none"> <li>a) Demonstrated experience in leading, contract managing or provide site management services to projects up to \$20 million.</li> <li>b) Demonstrated experience in contributing to a highly diverse team to achieve project objectives and meet community needs.</li> <li>c) Demonstrated ability to negotiate outcomes with stakeholders.</li> </ul>
E	<ul style="list-style-type: none"> <li>a) Minimum 10 years Industry experience, involving transport and / or building infrastructure project delivery and contract management.</li> <li>b) Specialist Technical Advisor.</li> </ul>	<ul style="list-style-type: none"> <li>a) Demonstrated experience in providing highly specialised and technical services to high value, high risk and complex projects.</li> <li>b) Demonstrated experience in contributing to multi-discipline team to achieve project objectives and meet community needs.</li> <li>c) Demonstrated ability to negotiate outcomes with stakeholders.</li> </ul>

4.3 Secondary procurement candidates relevant experience

During the secondary procurement process, suppliers will be selected to tender based on the Department's requirements and the relevant experience they nominate for:

Category	Experience	Candidates Available
A	Experienced candidates in Project Management and/or Contract Management for Rail Projects	Yes / No
B	Experienced candidates in Project Management and/or Contract Management for Marine Projects	Yes / No
C	Experienced candidates in Project Management and/or Contract Management for Infrastructure Projects	Yes / No
D	Experienced candidates in Project Management and/or Contract Management for Road/Civil Projects	Yes / No
E	Experienced candidates in Project Management and/or Contract Management for Bridgework Projects	Yes / No
F	Experienced candidates for Site Engineering	Yes / No
G	Experienced candidates in Project Management and/or Contract Management for Building Projects	Yes / No
H	Experienced candidates who have previously worked in SA Government	Yes / No

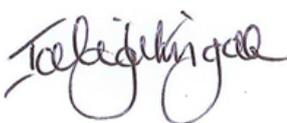
## Schedule 5: Industry Participation Plan - Statement of Intent

This statement of intent is specifically designed for **DIT – 19C171 - Project & Contract Management Services**

Guiding documents including the South Australian Industry Participation Policy, Procedural Guidelines and Frequently Asked Questions are available at <http://www.saipp.sa.gov.au>.

The Industry Advocate, under the functions of the Industry Advocate Act 2017 has the discretion to review and assist in the negotiations for Industry Participation Plans to ensure that they comply with the SAIPP prior to the finalisation of contract conditions.

If you need assistance please contact the Office of the Industry Advocate on (08) 8226 8956 or email: [oiia@sa.gov.au](mailto:oiia@sa.gov.au)

**INDUSTRY ADVOCATE APPROVAL:**  **DATE:** 03/11/2020

**Please note: This document is invalid without the Industry Advocate's signature**

### GENERAL ADMINISTRATION

<b>Business Name</b>		<b>Project Manager</b>	
<b>Telephone</b>		<b>Email</b>	
<b>Are you an Aboriginal owned business?</b>		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Will you engage Aboriginal-owned businesses in the delivery of this contract?</b>		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Declaration</b>			
As a duly authorised officer of the Business, I am familiar with the South Australian Industry Participation Policy, <i>Industry Advocate Act 2017</i> and the business's responsibilities under this policy. By signing this I also declare that all information contained in this Statement of Intent is true and accurate to the best of my knowledge.			
Signature:		Date:	
Name (print):		Position:	
<b>NOTE: Your Business is expected to complete an Industry Participation Plan if successfully down selected.</b>			

### BACKGROUND:

The South Australian Industry Participation Policy (SAIPP) establishes the framework by which obligations to provide opportunities for capable South Australian enterprises are given full, fair, and reasonable opportunity to tender and/or participate in a government contracts.

The SAIPP acknowledges the direct influence design and specifications can have on industry participation outcomes and economic contribution to the State.

The Industry Advocate supports the Government's long-term objective of building resilience into the supply chains of Government contracts. Of course, resilience in supply chains can be achieved in many ways from diversifying the supplier base to utilising innovation and technology to improve productivity.

The Aboriginal economic participation section of the SAIPP aims to increase the level of Aboriginal engagement and participation through employment and economic opportunities arising out of Government's expenditure.

Industry Participation Plans (IP Plans) are used to measure the economic contribution to the State or region through three key indicators labour, supply inputs and capital associated with the contract.

***It should be noted an Industry Participation Plan is invalid without a signature from the Industry Advocate.***

**OBJECTIVE:**

This Statement of Intent forms part of Industry Participation process and the information provided will be used to benchmark Industry Participation Plans submitted at Stage 2. The Participant will be required to complete the following documents for evaluation of economic contribution purposes consistent with the SAIPP.

The South Australian Industry Participation Policy applies to all panel contracts.

An IPP process is a mandatory requirement.

- A Statement of Intent will form Stage 1 of the Industry Participation process and the information provided will be used to benchmark an Industry Participation Plan submitted at Stage 2 (secondary procurements from the panel).
- An IPP Plan is required for any secondary procurement over and equal to \$550,000 (GST inclusive) and IPP weightings will apply.

The Industry Advocate, under the functions of the *Industry Advocate Act 2017* has the discretion to review and assist in the negotiations for Industry Participation Plans to ensure that they comply with the SAIPP prior to the finalisation of contract conditions.

## SECTION A: LABOUR AND SOURCING FROM SA

The purpose of this section is to measure the potential economic benefit to the State through the use of labour sourced from within South Australia.

The following questions establish your intentions through the delivery of this contract:

**A1. Will the Participant be creating new jobs or retaining positions in South Australia over the life of the contract?**  Yes  No

## SECTION B: INVESTMENT IN SOUTH AUSTRALIA

Capital expenditure and other associated investment can provide a significant and long-term stimulus to the South Australian economy, unlocking or increasing the capacity or capability of local enterprises to deliver more services to and from South Australia.

The Participant will be asked in the future Industry Participation Plan to estimate the investments located or to be located permanently in the State or regional South Australia to deliver the contract and assess how such investment provides a tangible benefit to the sector and the State.

The following questions establish your intentions through the delivery of this contract:

**B1. Will the Participant have (or does the Participant currently have) an office, warehousing or other facilities permanently located in South Australia?**  Yes  No

**B2. Will the Participant have (or does the Participant currently have) a program for the training and skills development of South Australian employees either direct or indirectly employed?**  Yes  No

**SECTION C: ABORIGINAL ECONOMIC PARTICIPATION AND EMPLOYMENT**

The SAIPP incorporates Aboriginal economic participation objectives with the aim to improve the level of Aboriginal people’s participation in, and benefit from, employment and economic opportunities arising out of Government’s expenditure.

The Participant will be asked in the future Industry Participation Plan to demonstrate how they will maximise Aboriginal employment in the delivery of this contract.

The following questions establish your intentions through the delivery of this contract:

**C1. Will the Participant develop strategies for the retention and skill development of an Aboriginal workforce during delivery of this contract?**       Yes     No

**C2. Will (or does) the Participant have an Aboriginal Reconciliation Action Plan?**       Yes     No

**SECTION D: APPRENTICESHIPS, TRAINEES AND GRADUATES - STATEWIDE**

The South Australian Government is committed to the creation of an extra 20,800 apprenticeships and traineeships by 2022. This objective is part of the Skilling South Australia initiative which is now reflected in the State’s Industry Participation Plan requirements.

The contract can provide further opportunities for a contractor to support new, or the continuation of, existing traineeships, apprenticeships and cadetships, or graduate recruitment/employment programs (above the mandated minimum requirements).

The Participant will be asked in the future Industry Participation Plan to detail proposed engagement and support of trainees, apprentices and/or cadets (either directly or through Group Training Organisation Schemes (GTOs)).

The following questions establish your intentions through the delivery of this contract:

**D1. Will the Participant have (or does the Participant currently have) trainees or apprentices located in South Australia?**       Yes     No

**D2. Will the Participant encourage capacity partners and sub-contractors to strongly consider the engagement of trainees and apprenticeships?**       Yes     No

## **SCHEDULE 6 SA Tenders and Contracts Contact Details**

All Preferred Supply Arrangement work packages will be issued via the Tenders SA and Contracts website <https://www.tenders.sa.gov.au> to the person/s nominated in the Application Form.

The Applicant shall provide contact details for the nominated person/s registered on the website for the release of work packages relevant to this Preferred Supply Arrangement via the SA Tenders and Contracts website.

For this purpose, applicants shall ensure all contacts nominated below are accurate and maintained on the website as these will be referred to when releasing packages on the website.

Should you require assistance with updating details on the website please contact the Helpdesk on (08) 8462 1401.

Applicants shall advise of any changes to the below nominated person/s to the relevant PSA contact e-mail address in Schedule 1 of this Application Form.

Name	Company Name	Email Address

## ATTACHMENT 1 – TERMS AND CONDITIONS

*AS4122-2010 Special Conditions of Contract and Annexure* (current version) available at:

1. [https://www.dit.sa.gov.au/contractor\\_documents/dpti\\_general\\_conditions\\_of\\_contract/as4122-2010\\_special\\_conditions\\_versions](https://www.dit.sa.gov.au/contractor_documents/dpti_general_conditions_of_contract/as4122-2010_special_conditions_versions) (not including the blank Annexure)

\*noting that any Preferred Supply Arrangement work package awarded will have a tailored Annexure.

## APPENDIX 2 – WORK ORDER REQUEST EXAMPLE



# Work Order Request

PLEASE DO NOT EDIT THIS TEMPLATE  
AND SAVE A COPY FOR YOUR USE ON  
DfCF FOLDER (to be removed)  
(Note: Title of Contract must align with  
Category Role Titles)

(21CXXX)

(PSAPMCM No.19C171)

**ENQUIRIES** Contract Officer Name  
08 xxxx xxxx  
xxx@sa.gov.au

**CALL DATE** INSERT DATE

**CLOSE DATE** 2.00 pm on xxxx

Tenders must be submitted electronically at  
Tenders SA  
tenders.sa.gov.au

**CONDITIONS OF TENDERING**

The Conditions of Tendering applicable to this RFT consist of:

- a) the Department's [Conditions of Tendering](#)
- b) the Supplementary Conditions of Tendering set out in this document.

**PLEASE NOTE**

**AN ALTERNATIVE TENDER WILL NOT BE CONSIDERED  
UNLESS A CONFORMING TENDER IS OFFERED**

Refer to the Conditions of Tendering (CT 8) for further details.

**CONTRACT ANNEXURE****NOT TO BE AMENDED - FOR DEPARTMENTAL USE  
ONLY**

This annexure takes the place of Part A of the Annexure to the General Conditions of Contract for Consultants (AS 4122—2010).  
To be read in conjunction with the AS 4122 - 2010 Special Conditions (April 2023 version).

<b>Item 1</b>	Client	The Commissioner of Highways ABN 45 751 448 902
<b>Item 2</b>	Consultant Consultant's ACN Consultant's ABN	Refer to Tender Form Refer to Tender Form Refer to Tender Form
<b>Item 3</b>	The Contract Documents are:	1. These Special Conditions of Contract for Consultants to AS4122-2010, including their annexure and attachments 2. The General Conditions of Contract for Consultants (as amended) AS4122-2010 3. The Letter of Award
<b>Item 4</b>	The Scope is described in the following Documents, set out at Attachment 4:	Refer to Letter of Award
<b>Item 5</b>	The purpose(s) for which the Services will be suitable is/are:	Project and Contract Management Services in accordance with the Scope of Work Order
<b>Item 6</b>	The Client's Representative	Director, Contract Management Phone Not applicable. Email <a href="mailto:DIT.PSAPMCM@sa.gov.au">DIT.PSAPMCM@sa.gov.au</a>
<b>Item 7</b>	Consultant representative Attention: Telephone no: Email address:	Refer to Letter of Award Refer to Letter of Award Refer to Letter of Award
<b>Item 8</b>	Basis for Payment:  If Lump Sum is applicable, Lump Sum is:  If Schedule of Rates is applicable, specify rates, or location of attached or agreed Schedule of Rates:  If Upper Limiting Fee is applicable, Upper Limiting Fee is:  Claims for payment will be:  If paid as a single Lump Sum, specify when it will be paid:  If paid upon completion of stages, specify stages and percentage of Fee to be paid on completion of each stage:	Schedule of Rates with Upper Limiting Fee  Not applicable  Refer to Attachment 3 – Schedule of Rates  As per Tender Form  Paid monthly  Not applicable  Not applicable
<b>Item 9</b>	Disbursements for which the Consultant may claim payment:	Not applicable or Refer to Schedule 9 – Disbursement Schedule
<b>Item 10</b>	Time to claim payment is no later than:	Last Business Day of each month
<b>Item 11</b>	The time for payment is no later than:	15 days from invoice.

OFFICIAL: Sensitive

<b>Item 12</b>	The rate of interest for overdue payment is:	8% per annum
<b>Item 13</b>	The Date for Completion is:	[Insert date] Or [insert No. of weeks] weeks from the Letter of Award.
<b>Item 14</b>	Other causes of delay for which the Consultant may notify an extension of time:	None.
<b>Item 15</b>	Approvals to be obtained by the Consultant:	Nil
<b>Item 16</b>	The Key Personnel are:	As per personnel nominated in Attachment 3 – Schedule of Rates.
<b>Item 17</b>	Existing Conflicts of Interest	Refer to PSA-PMCM Application Response and Letter of Award
<b>Item 18</b>	The alternative that applies to Copyright and other Intellectual Property Rights is:	Alternative Two
<b>Item 19</b>	List of excluded Intellectual Property Rights:	None.
<b>Item 20</b>	The additional amount payable to the Consultant for granting of Intellectual Property Rights to the Client is:	Not applicable
<b>Item 21</b>	Does Clause 22 (Moral Rights) apply?	No
<b>Item 22</b>	Not Used.	
<b>Item 23</b>	Not Used.	
<b>Item 24</b>	The Consultant's liability is limited to:	The greater of 100% of the Fee or the amount of the relevant insurance in Item 25 or Item 26 as the case may be.
<b>Item 25</b>	The amount of public liability insurance is: (Clause 30.2)	<u>\$10,000,000</u> if the Fee is \$10,000,000 or less. <u>\$20,000,000</u> if the Fee is greater than \$10,000,000. and in any case, the above amount is per occurrence and in aggregate.
<b>Item 26</b>	The amount of professional indemnity insurance is: (Clause 30.4)	<u>\$1,000,000</u> if the Fee is \$1,000,000 or less. <u>\$5,000,000</u> if the Fee is greater than \$1,000,000 but equal to or less than \$5,000,000. <u>\$10,000,000</u> if the Fee is greater than \$5,000,000 but equal to or less than 10,000,000. <u>\$20,000,000</u> if the Fee is greater than \$10,000,000. and in any case, the above amount is per occurrence and in aggregate.

<b>Item 27</b>	The professional indemnity insurance must be maintained for the following period: (Clause 30.4)	7 years from completion of the <i>Services</i> .
<b>Item 28</b>	The Client must effect the following insurances and maintain them for the following periods:	Not applicable
<b>Item 29</b>	The address for service of Notices on the Consultant is:	Refer to Tender Form
<b>Item 30</b>	The law governing this Contract is:	South Australia
<b>Item 31</b>	Consultants Design: Does clause 45 apply?	No
<b>Item 32</b>	Consultant's Industry Participation Plan: Does clause 41 apply?	Yes/No
<b>Item 33</b>	Are the documents referred to in clause 45.12 required? (Clause 45.12)	Yes/No
<b>Item 34</b>	Are monthly reports required:	Yes/No
<b>Item 35</b>	Are checks and security clearances required? (Clause 49)	Yes/No
<b>Item 36</b>	Checks and security clearances required include: (Clause 49)	National Police Check [Insert other checks and clearances required (eg negative vetting) and specify level (if appropriate)]
<b>Item 37</b>	Is a Statutory Declaration Required? (Clause 10.4A(d))	Yes

**ATTACHMENT 1 - INDUSTRY PARTICIPATION POLICY**

**NOT USED**

**or**

**INDUSTRY PARTICIPATION PLAN**

Tenderers must complete an Industry Participation Plan (IPP) online at:

[www.saipp.sa.gov.au](http://www.saipp.sa.gov.au)

Tenderers must submit a copy of the completed IPP with the tender.

Guidelines and templates are also available to assist tenderers to understand the detail and information required to meet Industry Participation Policy requirements.

For further assistance with completing the form, please contact the following:

Phone : (08) 8226 8956

Email : [oia@sa.gov.au](mailto:oia@sa.gov.au)

Address: Level 17, 30 Wakefield Street (Wakefield House) Adelaide, 5000

**Notification of Successful IPP Submission, IPP Reference  
Number #**

**ATTACHMENT 3 – SCHEDULE OF RATES**

Rates shall be exclusive of GST.

Rates shall be inclusive of all costs to provide the service.

Rates shall be in accordance with the PSA-PMCM Application for the relevant Category.

Quantities provided in the schedule are nominal hours only and payment will be on actual hours worked (nominal hours based on 37.5 hours per week).

The Client, at their sole discretion, may utilise the services of one or more personnel nominated.

A separate Work Order will be issued for the engagement of each individual personnel.

The rate of any additional hours in excess of 37.5 hours per week will be at the same rate indicated for each nominated personnel, as set out in the table below.

If the extension of this Contract is directed by the Client, the rate will be no more than the nominated rate, as set out in the table below. [Please remove if not applicable]

Item No.	*Nominated Personnel	Category(B, C or D)	Years of Experience	*Quantity (hours)	Rate (\$) excluding GST	Amount (\$) excluding GST
1	Click here to enter text.	\$Click here to enter text.	\$ Click here to enter text.			
2	Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.			
<b>TOTAL</b>						\$ Click here to enter text.

\*Please provide the CV of the nominated personnel if it has been updated since the PSAPMCM submission

## ATTACHMENT 4 - SCOPE

### CONTENTS

1. Background to Project
2. Project Scope
3. Services to be Provided

#### 1. BACKGROUND TO PROJECT

Click here to enter text.

#### 2. PROJECT SCOPE

*Identify the type of resource/s and Category in accordance with the PSAPMCM Register. Stipulate the hours per week and number of weeks the resource/s will be required. Include a contingency of hours and time if it is likely to be required. Purchasing and Financial Approval must reflect the Scope (i.e. 12months plus 6 months) Example; a (Contract Title) resource will be considered under the Category B – Senior Project Manager. It is envisaged that the position will be required to provide services during standard business hours, being Monday to Friday 37.5 hours per week.*

The initial contract term is for 48 weeks spread over 12 months.

*Choose the Category and provide the Mandatory Requirements – (delete the Category/ies that are not applicable)*

**Category A** - Choose an item.

**Project Director / Specialised Commercial Manager / Specialised Procurement Director**

##### Mandatory requirements

- a) Minimum 12 years with the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management;
- b) Relevant tertiary qualification Eg;
- c) Approach to mentoring staff and supporting the Department succession planning requirements

##### Core capabilities

- a) Recognised as a senior leader within the construction sector and demonstrate experience in procuring or leading high value, high risk and complex projects, \$100 million and above.
- b) Demonstrated experience in leading a multi-discipline team to achieve project objectives and meet community needs.
- c) Demonstrated commercial acumen skills and the ability to negotiate outcomes with complex stakeholders.

The Client will provide:

- a computer;
- workstation (possibly a Hot Desk) within Level 5, 77 Grenfell Street; and
- on the job guidance and site specific training.

**Category B** – Choose an item.

**Senior Project Manager / Senior Contract Manager / Senior Procurement Manager**

Mandatory requirements

- a) Minimum 7 years with the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management.
- b) Relevant tertiary qualification
- c) Approach to mentoring staff and supporting the Department succession planning requirements.

Core capabilities

- a) Demonstrated experience in procuring, leading or contract managing high risk and complex projects, \$50 million and above.
- b) Demonstrated experience in leading a multi-discipline team to achieve project objectives and meet community needs.
- c) Demonstrated commercial acumen skills and the ability to negotiate outcomes with complex stakeholders

The Client will provide:

- a computer;
- workstation (possibly a Hot Desk) within Level 5, 77 Grenfell Street; and
- on the job guidance and site specific training.

**Category C** – Choose an item.

**Project Manager / Contract Manager / Procurement Manager**

Mandatory requirements

- a) Minimum 5 years with the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management.
- b) Relevant tertiary qualification
- c) Approach to mentoring staff and supporting the Department succession planning requirements.

Core capabilities

- a) Demonstrated experience in procuring, leading or contract managing projects up to \$50 million.
- b) Demonstrated experience in leading a multi-discipline team to achieve project objectives and meet community needs.
- c) Demonstrated commercial acumen skills and the ability to negotiate outcomes with complex stakeholders.

The Client will provide:

- a computer;
- workstation (possibly a Hot Desk) within Level 5, 77 Grenfell Street; and

- on the job guidance and site specific training.

**Category D – Choose an item.**

**Project Officer / Site Engineer - Contract Administrator / Procurement Adviser**

Mandatory requirements

- a) Minimum 3 years with the Department and / or industry experience, involving transport and / or building infrastructure project delivery and contract management.
- b) Relevant tertiary qualification; or extensive industry experience.

Core capabilities

- a) Demonstrated experience in leading, contract managing or provide site management services to projects up to \$20 million.
- b) Demonstrated experience in contributing to a highly diverse team to achieve project objectives and meet community needs.
- c) Demonstrated ability to negotiate outcomes with stakeholders.

The Client will provide:

- a computer;
- workstation (possibly a Hot Desk) within Level 5, 77 Grenfell Street; and
- on the job guidance and site specific training.

**Category E – Choose an item.**

**Specialist Technical Adviser Projects / Specialist Technical Adviser Contracts / Specialist Technical Adviser Procurement**

Mandatory requirements

- a) Minimum 10 years Industry experience, involving transport and / or building infrastructure project delivery and contract management;

Core Capabilities

- a) Demonstrated experience in providing highly specialised and technical services to high value, high risk and complex projects.
- b) Demonstrated experience in contributing to multi-discipline team to achieve project objectives and meet community needs.
- c) Demonstrated ability to negotiate outcomes with stakeholders.

The Client will provide:

- a computer;
- workstation (possibly a Hot Desk) within Level 5, 77 Grenfell Street; and
- on the job guidance and site specific training.

The Contractor's nominated resources must be able to commence as soon as advised in the Letter of Award.

The Contractor is required to confirm their nominated resource/s are available for an interview, if requested.

**3. SERVICES TO BE PROVIDED**

*Provide a brief description of the work for which the resource/s is required. You may access the sample Selection Criteria available from the Preferred Supply Officer or choose your own.*

Selection Criteria #1

Selection Criteria #2

**ATTACHEMENT 6 - TENDER FORM**

TO THE DIRECTOR:

**CONTRACT NO. 22CXXX (Title of Contract – align with Category Role Titles)**

I/We the undersigned, do hereby tender to perform the above in accordance with the Request for Tender documents.

Tendered Sum (exclusive of GST)	\$Click here to enter text.
GST amount	\$Click here to enter text.
Tendered Sum (inclusive of GST)	\$Click here to enter text.

I/We acknowledge the receipt of amendments numbered: Click here to enter text.  
(Tenderer to insert number of amendments received)

Tenderer's Name. Click here to enter text.  
(BLOCK LETTERS)

ACN Click here to enter text. ABN Click here to enter text.

Address Click here to enter text.

Telephone No. Click here to enter text.

Contact E-mail Address Click here to enter text.

Signature of Tenderer ..... Name Click here to enter text.

Position in Company Click here to enter text.

Signature of Witness ..... Name of Witness Click here to enter text.

Dated the Click here to enter text. day of Click here to enter text. 20Click here to enter text.

**FOR OFFICE USE ONLY**

Tender opened on ...../...../.....	
By: ..... (Signature of PSA Officer)	..... (Printed Name of PSA Officer)
And: ..... (Signature of Procurement Officer)	..... (Printed Name of Procurement Officer)

**TENDER FORM (CONTINUED)**  
**DECLARATION IN RELATION TO UNLAWFUL COLLUSION**

Re: 21CXXX (Insert Contract Title)

I, [Click here to enter text.](#) of [Click here to enter text.](#)  
 [insert name and address of declarant]

**do hereby declare as follows:**

1. I hold the position of [Click here to enter text.](#) within  
[Click here to enter text.](#) (Tenderer) and that I am authorised to provide this declaration on its behalf.
2. I confirm that the tender submitted by the Tenderer is independent and that there has not been any unlawful collusion with any other tenderer or party in connection with this tender process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Tenderer and any other person(s), the details of which have been provided to the Principal as part of the tender submitted by the Tenderer.
3. To the best of my knowledge, I declare that I am not aware of any matters which might give rise to a real or perceived conflict of interest, except for any matter identified as such which has been submitted with my tender. **(Complete table OR insert "NONE" if no conflict of interests, below)**

Name	Describe Real/Perceived Conflict of Interest
<i>X</i>	<i>X</i>

4. I confirm that the total value of the goods and/or services to be provided by **subcontractors**, to the extent known at the time of making this declaration, is \$ [Click here to enter text.](#) **(Insert "NIL" if no subcontractors OR add amount and complete the table, below)**

Subcontractor's Name	Description of the Work	Value of the work (Including GST)
<i>X</i>	<i>X</i>	<i>\$ X</i>
<i>X</i>	<i>X</i>	<i>\$ X</i>
TOTAL		<i>\$ X</i>

5. Where subcontract work comprises more than 25% of the value of this tender, attached hereto is a complete list of all **subcontractors**, the **value**, and the **nature of the work** to be provided under each sub-contract, to the extent known at the time of making this declaration.
6. I understand that if any part of this declaration is found to be false the Principal reserves the right (regardless of any subsequent dealings) to:
  - terminate negotiations with the Tenderer;
  - terminate consideration of the Tenderer's bid; and
  - terminate any contract between the Tenderer and the Principal in relation to the Project without any obligation on the Principal to make any payment to the Tenderer.

.....  
 Signature

[Click here to enter a date.](#)  
 Date

Note: If the tender is submitted jointly with another party or parties, each party must sign this declaration.

## **ATTACHMENT 8 – RESPONSE TO SCOPE AT ATTACHMENT 4**

### **Services Required Assessment Criteria**

**Tenderer to provide a Response Schedule for each nominated candidate.**

<b>Work Order Request Detail</b>	
<b>Contract Number:</b>	2XCXXX
<b>PSAPMCM Member:</b>	<i>Insert Company Name</i>
<b>Closing Date:</b>	Click here to enter text.
<b>Purpose</b>	<i>The intent of this document is to provide a tailored response to the Assessment Criteria as listed in No.3 'Services to be Provided' within the Work Order Request.  Please consider the Project Scope in it's entirety and provide a brief statement of claims to evidence the suitability of the nominated resources.</i>

<b>Response to Assessment Criteria</b>	
<b>(insert same criteria as in the WOR – choose the criteria you are seeking a tailored response to )</b>	
Criteria #1	(Example) Demonstrated experience developing, managing and delivering on projects and / or multiple workflows, working in a complex environment, responding flexibly to changing priorities and moving from detail to larger, strategic issues.
Response (Max 60 words per candidate nominated)	
Candidate 1	Click here to enter text.
Criteria #2	(Example) Highly developed written and verbal communication and interpersonal skills to develop effective networks, provide sound, well-formulated written and verbal advice, reports and briefings to senior management and communicate and negotiate with a broad range of stakeholders at all levels.
Response (Max 60 words per candidate nominated)	
Candidate 1	Click here to enter text.
Criteria #3	(Example) Demonstrated project management knowledge supporting a range of Business initiatives, to prioritise and manage numerous workflows to meet deadlines.
Response (Max 60 words per candidate nominated)	
Candidate 1	Click here to enter text.
Criteria #4	(Example) Experience and evidence of handling complex and confidential information in a politically sensitive work environment.
Response (Max 60 words per candidate nominated)	
Candidate 1	Click here to enter text.
Further Information (Optional)	
	Click here to enter text.

## Attachment 9 - Disbursement Schedule

Disbursements may only be claimed in accordance with this schedule, capped at the following rates.

<b>Travel</b>	<p><u>Travel Costs</u></p> <p>The Client will provide a motor vehicle and fuel for work related travel from the Consultant's assigned work location. Where a motor vehicle is unavailable and the Consultant is directed to use their own motor car, station wagons and/or utilities, the Client will reimburse travel at the rate of \$1.00 per kilometre (for petrol, diesel, or LPG, etc).</p> <p><u>Travel time</u></p> <p>Travel time will be paid as per hourly rate except for travel between home and assigned work location.</p> <p>Travel time between home and the assigned work location (where the assigned work location is outside of Metropolitan Adelaide) may be paid except for the first hour travel each way, with Client approval and at the Client's sole discretion.</p>												
<b>Meal</b>	<p>The cost of meals associated with travel may be reimbursed, subject to the following:</p> <p>No allowance for meals will be paid when travel is within metropolitan Adelaide or within a 32 km radius from the assigned work location.</p> <p>Where the Consultant is required to travel outside metropolitan Adelaide and outside a 32 km radius from the assigned work location, meal allowances may be paid as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 35%; text-align: center;">Absent overnight</th> <th style="width: 35%; text-align: center;">Not absent overnight</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>Breakfast</b></td> <td style="text-align: center;">\$20.05 per meal</td> <td style="text-align: center;">\$17.30 per meal</td> </tr> <tr> <td style="text-align: center;"><b>Lunch</b></td> <td style="text-align: center;">\$20.05 per meal</td> <td style="text-align: center;">Not applicable</td> </tr> <tr> <td style="text-align: center;"><b>Dinner</b></td> <td style="text-align: center;">\$41.30 per meal</td> <td style="text-align: center;">\$24.70 per meal</td> </tr> </tbody> </table> <p>Tax invoices or receipts are not required.</p> <p>No alcohol is to be purchased with the allowance.</p> <p>Where meals or accommodation, or both, are included in the cost of the travel fare and/or accommodation, paid for on behalf of the Client, no reimbursement or allowance will be made for these items.</p>		Absent overnight	Not absent overnight	<b>Breakfast</b>	\$20.05 per meal	\$17.30 per meal	<b>Lunch</b>	\$20.05 per meal	Not applicable	<b>Dinner</b>	\$41.30 per meal	\$24.70 per meal
	Absent overnight	Not absent overnight											
<b>Breakfast</b>	\$20.05 per meal	\$17.30 per meal											
<b>Lunch</b>	\$20.05 per meal	Not applicable											
<b>Dinner</b>	\$41.30 per meal	\$24.70 per meal											

All requests for reimbursement must be accompanied by supporting evidence (such as invoices from suppliers) and costs will only be reimbursed where the Principal's Representative has granted approval to incur these costs prior to the expenditure being incurred.

All other disbursement costs shall be incorporated in the hourly rate.

## APPENDIX 3 – LETTER OF AWARD EXAMPLE



*In reply, please quote [insert file no.]  
Enquiries to [insert contact name]  
Telephone (08) [insert contact tel number]*

**COMMERCIAL AND  
CONTRACT MANAGEMENT  
DIVISION**

Level 8, 83 Pirie Street  
Adelaide SA 5000

GPO Box 1533  
Adelaide SA 5001

ABN 92 366 288 135

[Insert Addressee details]

Dear [insert name]

**CONTRACT NO. 19C171, PREFERRED SUPPLY ARRANGEMENT –  
PROJECT MANAGEMENT CONTRACT MANAGEMENT (PSAPMCM)  
LETTER OF AWARD.**

I refer to your Work Order Offer dated 20 April 2021 for [insert Contract No. and Title], and am pleased to confirm that your offer is accepted.

A duly signed copy of this Letter of Award and the following documents (in order of precedence) shall constitute a binding agreement between you and the Principal:

- *Contract No. 19C171, PSAPMCM AS4122-2010 Special Conditions of Contract (April 2023 version); **INSERT COMPANY NAME** complied with the proposed Terms and Conditions provided in the email from [DIT.PSA@sa.gov.au](mailto:DIT.PSA@sa.gov.au) dated 17 April 2023, without any further amendment; and*
- *Your Work Order Offer dated 20 April 2021 (annexed to this Letter).*

(together this “Agreement”)

For the purpose of clause 26 of this Agreement, it is agreed between the parties that reasonable notice is a period of two (2) weeks.

Please quote the Department Contract No. [insert Contract No.] on your invoices. Further liaison for this contract will be with [insert name], telephone (08) XXXX XXXX or mobile XXXX XXX XXX or XXXXXXXXXXXX, telephone (08) XXXX XXXX or mobile XXXX XXX XXX.

OFFICIAL

Please signify your acceptance of this Letter by signing and returning a scanned copy to [DIT.CivilConstructionCF@sa.gov.au](mailto:DIT.CivilConstructionCF@sa.gov.au).

Congratulations on your success in being awarded this Agreement.

Yours sincerely

Jane Fitzgerald  
**DIRECTOR, PROCUREMENT SERVICES**  
for and on behalf of:  
COMMISSIONER OF HIGHWAYS

March 2023



**Acknowledgement**

I, \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorised to sign for and on behalf of [insert Consultant's Name] (ABN: Insert ABN) hereby confirm acceptance of the terms and conditions stipulated in this Letter.

**SIGNED** by **THE CONSULTANT** in accordance with section 127 of the *Corporations Act 2001* (Cth) by two directors or by one director and the company secretary:

.....	.....
Director signature	Director/Company Secretary signature
.....	.....
Director name	Director/Company Secretary name
.....	.....
Date	Date

**Consultant's Representative**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_