



Government
of South Australia

Department for Infrastructure and Transport

Guidelines:

PREFERRED SUPPLY ARRANGEMENT

SAFETY BARRIER

(PSA No. 20C610)

**CONTACT FOR FURTHER
INFORMATION**

Preferred Supply Officer

General Enquiries
DIT.PSA@sa.gov.au

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1 INTRODUCTION

1.1 Guidelines

Suppliers (Applicants) wishing to be part of PSA No. 20C610 – *Preferred Supply Arrangement Safety Barrier* (PSASB) 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 technical capability, skills, management systems and experience appertaining to performing removal, supply and installation of safety barriers for the Commissioner of Highways (the Principal).

The submission must contain all information requested in the Application otherwise the Application may not be considered.

An Applicant may submit an Application at any time whilst the PSASB is open. If an Applicant's Application is unsuccessful, the Applicant may submit a new Application at any time.

If an Applicant's Application is approved, the Applicant will become a member of the PSASB (Member).

Membership in the PSASB does not guarantee that the Member will be awarded any Work by the Principal, nor are any representations or guarantees made by the Principal regarding the amount of Work that may be awarded to a Member over the term of the PSASB.

Any Work awarded under the PSASB will be in accordance with the GC21 Terms and Conditions (refer to Appendix 1) in conjunction with the execution of a Letter of Award (refer to Appendix 3).

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 the Guidelines, Application or in connection with your participation in the PSASB is accurate.

Information is provided by the Principal 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.

Your participation in the PSASB 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 a Member of the PSASB or otherwise, if the Principal so wishes.

2 YOUR APPLICATION TO THE PSASB

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

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

- a) Schedule 1: Applicant Information
- b) Schedule 2: Insurances - Certificate of Currency for Return to Work SA
- c) Schedule 3: Statement of Intent for Industry Participation Plan (SAIPP)
- d) Schedule 4: SA Building Work Contractor's Licence(s)
- e) Schedule 5: Australian Government National Building Code 2016 Declaration of Compliance
- f) Schedule 6: GC21 Terms and Conditions and Master Specification Compliance
- g) Schedule 7: Company Experience
- h) Schedule 8: Company Personnel
- i) Schedule 9: Plant & Equipment
- j) Schedule 10: Management Plans

As part of the Application, you are required to agree to the PSASB GC21 Terms and Conditions provided in Attachment 1 of the Application. The Principal, may, in its absolute discretion, require changes for specific Work Order Request requirements.

If a Member is successful in being awarded Works following a secondary procurement process, those Works will be awarded by a Letter of Award. No site access will be granted unless the Letter of Award is fully executed and all other conditions precedent for site access have been satisfied.

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

The PSASB will initially be open for Applications until the date and time set out in the Application. Once the PSASB has been established, the PSASB will be re-opened for Applications.

An Applicant may submit an Application at any time whilst the PSASB is open for Applications. If an Applicant is unsuccessful in an Application, the Applicant may submit a new Application.

To enable you to have the opportunity to become a Member prior to the PSASB becoming operational, it is strongly recommended that you submit an Application prior to the Establishment Closing Date listed in the Application.

Your Application must be submitted electronically on Tenders SA.

2.3 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.

2.4 Timeframes

The PSASB is for a term up to 36 months with the option of two 12 month extension terms subject to the Principal's discretion.

The period of notice to extend shall be 6 months prior to the expiry of the then current term.

2.5 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

If you are a member of a consortium then your Application must stipulate which part(s) of these Guidelines that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of the Guidelines.

All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

The Principal will treat the contact person listed in Schedule 1 of the completed Application as the preferred contact person for any consortium Application.

3.2 Sub-contracting

If your Application relies on a sub-contracting arrangement, then you must stipulate in your Application the tasks that the proposed sub-contractor(s) would undertake. You remain legally responsible for meeting the PSASB Guidelines in all respects both during the Application process and during any resultant contractual relationship with the Principal.

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);
- 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 PSASB;
- 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 PSASB the opportunity to compete fairly.

4.3 Confidentiality

You must identify any aspect of your Application that you consider should be kept confidential and provide 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 information 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 PSASB (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

You must meet all the mandatory and non-price criteria evaluation for qualification to be a member in the PSASB, as shown respectively in tables 5.1 and 5.2 (Evaluation Criteria):

Table 5.1 – Mandatory criteria assessment for qualification to the PSASB.

Mandatory Criteria	
Certificate of Currency for Workers Compensation Insurance Certificate (RTWSA)	Acceptable/Not Acceptable
Industry Advocate Statement of Intent	Acceptable/Not Acceptable
SA Building Work Contractor's Licence(s) requirements to perform works in accordance with the requirements of Consumer and Business Services SA. The license category endorsement of ' <i>Civil Construction</i> ' or ' <i>Any Building Work</i> ' or ' <i>Metal Fabricated Production Installation</i> ' has been deemed the minimum requirement	Acceptable/Not Acceptable
Australian Government National Building Code 2016 Declaration of Compliance for any works containing Federal Government funding Streams	Acceptable/Not Acceptable
Provision of company signed acceptance of the PSASB contract and related Application documents	Acceptable/Not Acceptable
Satisfactory financial assessment	Acceptable/Not Acceptable

Table 5.2 – Non-Price Criteria assessment for qualification to the PSASB.

Description	Assessed
Demonstrated commercial compliance and technical capability including examples of safety barrier installations for Government Authorities within the last 12 months including: <ul style="list-style-type: none"> ➤ Steel beam ➤ Box beam ➤ Wire rope ➤ Bridge barrier 	Satisfactory/ Unsatisfactory
Experience of company personnel including specific details of completed safety barrier works within the last 12 months	Satisfactory/ Unsatisfactory
Details of Plant and Equipment to be used for Works	Satisfactory/ Unsatisfactory
Supply of Management Plans demonstrating compliance to DIT Master Specifications for the following: <ul style="list-style-type: none"> ➤ Quality ➤ Safety ➤ Environmental ➤ Covid 19 	Satisfactory/ Unsatisfactory

In evaluating Applications the Principal will consider:

- a) the Evaluation Criteria;
- b) compliance with applicable Government Policies; and
- c) any other information that the Principal considers relevant.

Where mandatory criteria are specified and your Application does not comply with these criteria the Principal may choose not to further evaluate your Application.

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

- a) take into account any relevant consideration when evaluating Applications;
- b) invite any person or entity to lodge an Application;
- c) allow a member and/or Applicant under the PSASB to change its Application;
- d) consider, decline to consider, or accept (at the Principal's sole discretion) an Application lodged other than in accordance with these Guidelines;
- e) 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;
- f) seek and evaluate relevant financial viability data concerning your business and related entities including seeking any assistance from third party providers;
- g) suspend or terminate this PSASB process;
- h) make enquiries of any person or entity to obtain information about you and your Application (including but not limited to the referees); and
- i) visit facilities operated by any Applicant and/or Member under the PSASB, proposed subcontractors of any member under the PSASB and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

5.2 Negotiation

The Principal may choose to:

- a) enter into negotiations with you or any Applicant under the PSASB (including parallel negotiations with more than one member under the PSASB) 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 PSASB or any other person or organisation;
- d) negotiate with you or any member under the PSASB for the provision of any part of the Guidelines and negotiate with any other member under the PSASB with respect to the same or other parts of the Guidelines and to enter into one or more contracts for part or parts of the Guidelines;
- e) negotiate at any time with any organisation that is not a member under the PSASB 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; and
- f) seek best and final Applications from all or some of the member under the PSASB. Irrespective of the Principal's right to negotiate and/or seek a best and final Application, you are bound by your Application, and if selected, you must be willing to enter into a contract on the basis of your Application.

5.3 Financial Checks

A financial viability assessment is required to be undertaken for all Applicants prior to the establishment of the PSASB.

Should the financial viability assessment show the Applicant is not financially capable of undertaking work, the Principal may not accept the Application.

Upon acceptance to the PSASB, Members will undergo a financial viability assessment as a minimum once per calendar year.

5.4 Acceptance to the PSASB

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

5.5 Review of Ongoing Compliance

At any time the Principal may request you to provide evidence of your ongoing compliance to the requirements under which your membership on the PSASB was granted.

Within 7 days of such request you shall provide the required information.

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

5.6 Performance

Revocation of Applicant Status

A Member will be removed from the PSASB (at the Principal's discretion), if the Member:

- 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. You are required to notify the Principal of any staff changes; or
- c. fails a financial check in accordance with Clause 5.3 of these Guidelines.

5.7 Performance Review

You may not be offered work under the PSASB (at the Principal's discretion) if you demonstrate poor performance. PSASB Members who have not completed requirements of previous work order requests (i.e. defects or outstanding documentation), may be excluded from future Work Order Requests until Works are completed and/or issues resolved to the Department's satisfaction.

The Principal may, in its absolute discretion, consider your performance from previous agreements with the Principal when awarding Works to you.

The Principal may, in its absolute discretion and without limiting this clause 5.7, consider your current workload and availability to perform the Works to the nominated completion date when awarding Works to you.

6 HOW TO WIN WORK

6.1 General

Upon establishment of the PSASB, Works will be identified and released via a secondary procurement process by the issuing of Work Order Requests to Members.

The type and number of projects released through the PSASB will be at the Principal's discretion.

Packages will be released based on the following:

- For Works considered to be low risk and/or routine and with an estimated value of up to \$165 000 (GST inclusive) a minimum of one PSASB Member will be invited to quote. No PSASB Member shall be procured under single select process on consecutive single select secondary procurements, unless approved by the Department.
- For Works with an estimated value between \$165 000 and \$550 000 (GST inclusive) a minimum of 3 PSASB Members, assessed as providing the most suitable expertise, will be invited to tender. The selection of a successful Member will be based on providing the best value for money and availability for the type of work required.
- For Works with an estimated value over \$550 000 (GST inclusive) all PSASB Members, assessed as providing the most suitable expertise, will be invited to quote.

At the Principal's sole discretion, Work may be requested as an individual project or a bundle of multiple projects. Locations will be both metro and rural covering 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 Work under the PSASB, 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;
- Contract Information to the GC21 Terms and Conditions;
- Contract Scope;
- Contract specific specification requirements;
- Pricing schedules;
- Working Time;
- Project specific tendering requirements; and
- IPP requirements.

An example of a Work Order Request template is included in Appendix 2.

Work requested under a Work Order Request is based on the unamended PSASB GC21 Terms and Conditions agreed by you at the Application stage. No negotiation or changes to the GC21 Terms and Conditions requested by you during any subsequent stages will be considered by the Principal.

The number of Members issued with a Work Order Request will be selected at the Principal's sole discretion.

6.3 Work Order Offer

All Work Order Offers shall be submitted within the time specified in the Work Order Request using the dedicated PSASB email address (or as stated on the Work Order Request) unless otherwise advised by the Principal.

Only the secure email shall be used for submission, otherwise the submission shall be deemed as “non-compliant” and set aside from further 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 may not be considered.

The Department's Conditions of Tendering apply to Work Order Requests and Work Order Offers. In the event of any inconsistency between the Conditions of Tendering and these Guidelines, these Guidelines prevail.

A copy of the Department's Conditions of Tendering is available at https://www.dit.sa.gov.au/contractor_documents/request_for_tender_templates2.

6.4 Work Order Offer Evaluation

The Work Order Offer will be evaluated using the Matrix method.

The proposed evaluation criteria is as follows:

Description	Weighting
<ul style="list-style-type: none">Approach to the task (i.e. methodology), which includes the Tenderer's understanding of all aspects of the work involved in the project and the Tenderer's ability to handle any technical problems likely to arise.Ability to meet project timelines	35%
<ul style="list-style-type: none">Provision of Project specific traffic management plan	5%
<ul style="list-style-type: none">Industry Participation Plan	15%
<ul style="list-style-type: none">Tendered Sum (based on Schedule of Rates)	45%
Total	100%

6.5 Award

Upon completion of the Work Order Offer evaluation, if Work 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.

The Letter of Award will constitute the formal instrument of agreement between the Principal and the Member for the Work.

The preferred Member shall sign and return the Letter of Award to the Principal's Representative. If the Letter of Award is not returned to the Principal in accordance with the

requirements of the Letter of Award, unless otherwise advised in writing by the Principal, the acceptance of the Work Order Offer will be deemed withdrawn, and the GC21 Terms and Conditions terminated, with no compensation payable by the Principal to the Member, including for any work under GC21 Terms and Conditions performed by you prior to the withdrawal.

6.6 Performance Evaluation

The Principal's Representative will provide performance evaluation feedback to the PSASB member for each Work Order. A further performance review will be undertaken every 6 months thereafter.

The results will be taken into consideration when allocating future Work Orders Requests.

The Principal's Representative may evaluate and review member performance and quality of work at any stage during the course of the PSASB.

6.7 Updates to the GC21 Terms and Conditions and Contract Information

From time to time, the Department may update the GC21 Terms and Conditions that appear on its website as well as the Contract Information that appears at Attachment 1 of the Application.

If this occurs, you will be notified in advance in writing of the changes and you will be provided with the opportunity to confirm whether you wish to remain a PSASB Member in light of the changes.

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 GC21 TERMS AND CONDITIONS

APPENDIX 2 – WORK ORDER REQUEST EXAMPLE

APPENDIX 3 – LETTER OF AWARD TEMPLATE EXAMPLE



Government of South Australia

Department for Infrastructure
and Transport

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

**TRANSPORT PROJECT
DELIVERY**

77 Grenfell Street
Adelaide SA 5000

GPO Box 1533
Adelaide SA 5001

Telephone: 08 8343 2222
Facsimile: 08 8343 2768

ABN 92 366 288 135

[Insert Contractor address details]

Dear [insert Contractor name],

PSA No. 20C610, PREFERRED SUPPLY ARRANGEMENT – SAFETY BARRIER
(PSASB), LETTER OF AWARD.

1. I refer to your Work Order Offer dated [INSERT date and if applicable CMS contract number] and am pleased to confirm that your offer is accepted.
2. A copy of this Letter of Award duly signed for and on behalf of the Commissioner of Highways (the “Principal”) and the following documents (in order of precedence) constitutes a binding contract between you and the Principal:
 - GC21 Terms and Conditions (including the Contract Information) referred to at Attachment 1 of the Application (terms and conditions);
 - your Work Order Offer dated [insert date] (attached to this Letter);(together the “Contract”)
3. The date of this letter shall be the Date of Contract for the purpose of the terms and conditions.
4. In accordance with information contained in the Guidelines and your acknowledgement in your Application, your signed acceptance of this Letter must be returned to the Principal within 5 business days of being forwarded by the Principal. Please return them to the Principal addressed to the Project Manager [insert name], Level 2, 77 Grenfell Street, Adelaide SA 5000.
5. Please note that the Principal’s acceptance of your Work Order Offer is conditional on you complying with the requirements of paragraph 4 of this letter, and should you fail to do so then unless advised otherwise in writing by the Principal, this acceptance of your Work Order Offer will be deemed withdrawn, and the Contract terminated, with no compensation payable by the Principal to you, including for any work under the Contract performed by you prior to the withdrawal.
6. No right to possession of the Site will arise if the Letter of Award is not executed by the Contractor as required by paragraph 4 of this letter.

[insert KNet number]

7. Please provide TWO unconditional undertakings of \$[insert] each, in accordance with the terms and conditions, within 14 days of the date of this letter to the Procurement Officer (Contracts), Department for Infrastructure and Transport, Procurement and Contracting, Level 13, 77 Grenfell Street, Adelaide SA 5000. Please ensure that the undertakings are in the name of the Commissioner of Highways as the "Beneficiary" and do not contain expiry dates.
8. Please quote the Department Contract No. XXCXXX and Purchase Order No. XXXXX / Project No. XXXX on your invoices. Further liaison for this Contract will be with XXXXXXXXXXXX, telephone (08) XXXX XXXX or mobile XXXX XXX XXX or XXXXXXXXXXXX, telephone (08) XXXX XXXX or mobile XXXX XXX XXX.

Congratulations on your success in being awarded this Contract.

Yours sincerely,

[INSERT NAME]

[INSERT TITLE]

for and on behalf of:

COMMISSIONER OF HIGHWAYS

[insert date]

[insert KNet number]

SIGNED by **THE CONTRACTOR** 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