



Rural City of
Wangaratta

Request for Tender (RFT) – 110938 WSAC Changeroom & Amenities

All enquiries / requests for clarification regarding this tender must be submitted via the online forum within eProcure and be directed to the Nominated Contact Officer.

Contact Officer:	Allan Thrum Project Manager
Tender Closing Date:	2:00 PM Thursday 20 August 2026
Tender Lodgement:	<u>Wangaratta Home (eprocure.com.au)</u>



STRUCTURE OF TENDER DOCUMENTS

These tender documents have been structured into the following Parts:

Part One - Conditions of Tendering

The purpose of this part is to set out the rules applying to the Request for Tender (RFT) documents and to the tender process. These rules are deemed to be accepted by all Tenderers and by all persons who respond to (or in the case of obligations regarding intellectual property rights, confidentiality, canvassing of officials, anti-competitive conduct and publicity), have received or obtained the RFT. This part also includes:

- the requirements of the preparation and lodgement of the Tender
- an overview of the tender evaluation method and criteria; and
- The procedures and protocols governing communication between the Council and potential Tenderers during the tender process.

Part Two - Proposed Conditions of Contract

Includes a draft copy of the conditions of contract that the Council proposes to enter into with the successful Tenderer (subject to changes requested by the Tenderer in its Tender, which will be negotiated between the parties).

Part Three - Specification

Provides details of the Goods, Services or Works required including outputs, deliverables and drawings (if applicable).

Part Four - Response Schedules

Contains the information and or schedules to be provided by the Tenderer when submitting the Tender and may also specify any information to be provided by other means.



CONDITIONS OF TENDERING

1. INTRODUCTION

1.1 Interpretation

Terms defined in the Contract Conditions annexed to these Tender Conditions have the same meaning in these Tender Conditions, unless inconsistent with the context.

1.2 Definitions

In these Tender Conditions, the following terms have the meanings indicated, unless inconsistent with the context:

Closing Time for Tenders has the meaning ascribed to it by sub-clause 3.3;

Conforming Tender means a tender which is not a Non-Conforming Tender;

the Electronic Tender Box has the meaning ascribed to it by sub-clause 3.2.

Non-Conforming Tender means a tender which:

- (a) does not comply with any requirement specified in these Tender Conditions; or
- (b) contains any qualification, condition or other indication that the Tenderer is not willing to perform the Contract in strict accordance with the Contract Documents;

Schedule means a schedule to these Tender Conditions.

2. NATURE OF CONTRACT

2.1 Goods, Services or Works To Be Provided

The Goods, Services or Works are described in general terms in Council's Specification. Tenderers should, however, ensure that they read the Contract Documents fully to ascertain what is to be performed and the terms on which the Goods, Services or Works are to be performed, as the Contract will be evidenced solely by the Contract Documents.

2.2 Delivery of Goods, Services or Works Location

The delivery of Goods or Services and Works are to be performed at the location stated in Council's Specification.

2.3 Tenderer To Make Enquiries

Tenderers are advised and expected to ascertain for themselves the actual extent and nature of the Goods, Services or Works, as the Council will not entertain any claim arising from a failure to do so.

Council expects each Tenderer to make its own enquiries, seek its own advice and form its own opinion as to the application of the *Fair Work Act 2009* (Cth) to the Tender, and in particular as to whether the Contract may give rise to a transfer of business.



2.4 Contact Staff

All enquires regarding the tender process or the Contract must be directed to the member or members of the Council's staff specified as Contact Officer on the front cover of this RFT. Any communication regarding the tender process with any other member of the Council's staff may lead to a Tenderer (or prospective Tenderer) being disqualified from the tender process.

2.5 Enquiries

All enquiries regarding the tender process or the Contract must be submitted in writing. The Council may, in its absolute discretion, advise in writing that a response will not be provided to any enquiry. If the Council responds to an enquiry, it will do so in writing.

All responses given by the Council in relation to enquiries will generally be made available to all Tenderers or prospective Tenderers, without identifying the Tenderer or prospective Tenderer that made the enquiry. Where a Tenderer or prospective Tenderer believes that issues raised by its enquiry are irrelevant to other Tenderers or prospective Tenderers, that Tenderer or prospective Tenderer making the enquiry should say so. If the Council agrees that the issues are irrelevant to other Tenderers or prospective Tenderers, the Council will, notwithstanding what is said above, not make its response available to other Tenderers or prospective Tenderers.

3. TENDERS

3.1 Form of Tender

The completed Schedules and any information submitted for the purposes of the Schedules will constitute a Tender.

3.2 Lodgement of Tenders

Tenders must be lodged by electronic mail into the electronic tender box specified on the front page of this RFT (**the Electronic Tender Box**).

eProcure is the electronic tendering system used for the electronic publication of information, including RFT, online forum for clarification and questions, notifications and addenda, and to accommodate the electronic submission of Tenders.

Tenders received via electronic transmission other than through the Council's electronic tendering system (include without limitation an e-mail system) will not be accepted.

3.3 Time for Lodging Tenders

Tenders will be received in the Electronic Tender Box only until the time and date stated on the front page of this RFT (**Closing Time for Tenders**). Electronic lodgement must be fully complete by closing time. The electronic link will cease at closing time and if your tender submission is not complete, it will be deemed as a late submission and will not be considered.

3.4 Late Tenders

The Council will not consider late tenders.

3.5 Council not Bound to Accept Tender

The Council is not bound to accept the lowest or any tender.



3.6 Non-Conforming Tenders

The Council reserves the right to accept or reject any Non-Conforming Tender.

3.7 Withdrawal of Tenders

Tenders may not be withdrawn within 60 days after Closing Time for Tenders without the consent of the Council.

3.8 Discontinuance of Tender Process

The Council reserves the right to discontinue the tender process at any time, without assigning reasons for doing so.

3.9 No Collateral Contract or Liability

The submission of a tender by a Tenderer will not give rise to any contract governing, or in any way concerning, the tender process, or any aspect of the tender process, for the Contract. The Council expressly disclaims any intention to enter into any such contract.

Except for such conditions or warranties as are implied by the *Competition and Consumer Act 2010* (Cth) or the laws of Victoria, no warranty is given and no representation is made by the Council in relation to the:

3.9.1 accuracy or reliability of any document provided or issued by the Council in connection with the tender (including any tender document); or

3.9.2 conduct of the tender process or selection of any successful Tenderer.

Except for any liability arising from any breach of any such condition or warranty which cannot be excluded, the Council expressly disclaims any liability (including liability in negligence) to any Tenderer or other person for:

3.9.3 any liability or losses or damage arising out of or in connection with the provision or issue of any document (including a tender document) provided or issued by the Council in connection with the tender; or

3.9.4 the conduct of the tender or selection of any successful Tenderer.

4. INFORMATION

4.1 Addenda

The Council may issue Addenda to the tender documents.

Tenderers must refer to each Addendum in their Tender by completing applicable Schedule.

4.2 Questionnaire

Tenderers must:

4.2.1 complete all the questions contained in Part 4 Form of Response Schedules and submit it as part of their tenders; and

4.2.2 supply any information or documents specified.

On acceptance by the Council, the documents or information will form part of the Contract.

4.3 Use of Tenders

All tenders will, upon submission, become the property of the Council.

Tenderers submit a tender on the basis that the Council may use, retain and copy the information contained in the Tender for the purposes of:

- 4.3.1 evaluation, selection and preparation of any document in connection with the tender process; and
- 4.3.2 verifying the currency, consistency or adequacy of any information set out in the Tender.

All Tenders will remain valid and open for acceptance for three months from the closing time unless extended by mutual agreement between the Council and the Tenderer(s) in writing.

5. EVALUATION OF TENDERS

5.1 Evaluation Criteria

Any criteria identified as Mandatory within the Response Schedules **MUST** be met by the Tenderer. For these criteria, a Tenderer will be assessed on a Yes / No (Pass / Fail) basis. If a Tenderer fails to fully comply with those evaluation criteria, it will be excluded without further consideration.

The tender evaluation panel will evaluate tenders in accordance with following evaluation criteria:

Capability	30%
Capacity	20%
Social Procurement	10%
Environment	10%
Price	30%

The Council will have regard to the report prepared by the tender evaluation panel and any other value for money factors which it considers relevant. It will decide whether to accept any (and, if so, what) tender(s). It is not obliged to give reasons for any decision to not accept a tender or not accept any tender.

5.2 Post-Tender Submissions

The Council may require a Tenderer to submit additional information concerning its tender or to personally discuss its tender before any tender is accepted.

Should a Tenderer fail to:

- 5.2.1 submit the additional information so required by; or
- 5.2.2 attend personally to discuss its tender at -

the date and time stipulated by the Council, its tender may not be further considered.



5.3 Rectification of Errors and Omissions

The Council reserves the right to:

- 5.3.1 check tenders for errors and omissions;
- 5.3.2 by agreement with a Tenderer, amend a tender price or rate submitted by a Tenderer to remedy the effect of any errors or omissions in the calculation of the tender price or rate; and
- 5.3.3 by agreement with a Tenderer, otherwise amend the Tender of the Tenderer to remedy the effect of any errors or omissions.

5.4 Post-Tender Negotiations

The Council reserves the right to designate a Tenderer (or Tenderers) as the preferred Tenderer (or Tenderers), and negotiate with such Tenderer (or Tenderers). It also reserves the right to invite a Tenderer or Tenderers to submit a best and final offer in relation to the Tender (or Tenders) that they have submitted.

6. ACCEPTANCE OF TENDER

6.1 Acceptance of Tender

The successful Tenderer will be notified in writing of the acceptance of its tender. The notification of the acceptance of tender will create a contract between the parties on the basis of the successful Tenderer's tender and the Contract Documents. The successful Tenderer must execute and return to the Council a formal agreement in the form of the Contract Documents, as amended by the insertion of any details which Tenderers are required to include in tenders (including any documents or information provided to the Council for the purposes of sub-clause 4.2) within 7 days of its receipt from the Council.

6.2 Guarantee

Tenderers are advised that the Council may accept a tender on condition that a guarantee in respect of the Contractor's obligations under the Contract is executed by persons or bodies corporate specified in the Council's acceptance. The successful Tenderer will be required to determine if it is willing to undertake the Contract on this condition within a fixed time.

7. PROBITY OF TENDER PROCESS

7.1 Statutory Declaration

The statutory declaration within the Schedules must be made by a person authorised to make such a declaration on behalf of the Tenderer and submitted with its tender.

7.2 Canvassing

Tenderers must not approach, or request any other person to approach:

- 7.2.1 any member of the Council's staff; or
- 7.2.2 Councillor of the Council



individually:

7.2.3 to solicit support for their tenders; or

7.2.4 otherwise seek to influence the outcome of the tender process.

The Tender of any Tenderer which engages in conduct prohibited under this sub-clause 7.2 may not be considered by the Council.

7.3 Improper Assistance

Tenderers must not seek or obtain (whether directly or indirectly) the assistance of any member of the Council's staff in the preparation of their tenders. If assistance is so sought or obtained the Council may disqualify the relevant Tenderer from participation in the tender process.

7.4 Disclosure of Tender Information

Until tenders are evaluated and the tender evaluation panel's report is presented to the Council, the Council will, subject to complying with any legal obligations imposed on it, use its best endeavours to maintain the confidentiality of each tender. The Council does, however, reserve the right to disclose any tender (or part of a tender) to a third party for the purposes of assisting the Council in the conduct of the tender process (including evaluation, negotiation and the preparation of any document in connection with the tender process).

Following award of the Contract, unsuccessful Tenderers will be notified of the name (and, if appropriate, tender price) of the successful Tenderer(s). No other information concerning the successful tender will necessarily be provided.

8. PUBLICITY

Recipients of this RFT must not undertake any publicity activities with any part of the media in relation to the RFT, Tendering process or Tender without the prior written agreement of the Council, including agreement on the format and content of any publicity.

9. CONFIDENTIALITY

Each Tenderer or other recipient of this RFT must keep confidential the RFT and any information provided by the Council in connection with the RFT including any information marked as Confidential or which the Tenderer / recipient knows or ought reasonably to know is confidential or should be treated as such.

All tenders received by Council will be held in confidence. The Tenderer acknowledges that the Council may disclose any information in the Tender to its professional advisors or if required by law (including, but not limited to, as required under the Freedom of Information Act 1982(Vic)), or government policy.

10. CONFLICT OF INTEREST

The Tenderer represents that it has not placed itself in a position that may give rise to any Conflict in connection with the RFT and Tender. Alternatively, the Tenderer must:

- a) disclose any conflict in its Tender
- b) notify the Council if any Conflict arises after lodgement of its Tender; and



- c) indicate the strategy it has in place to manage the Conflict.

The Council may disqualify a Tenderer from the tendering process if the Tenderer fails to notify the Council of any Conflict or if the Council is not satisfied with the strategy the Tenderer has in place to manage the Conflict.

11. COMPLAINTS PROCEDURE

If a Tenderer has a complaint about this RFT or the tender process that has not been resolved in the first instance with the Nominated Contact Officer(s) they may escalate the complaint in the following manner.

Any complaint about this RFT or the tendering process must be escalated in writing immediately upon the cause for the complaint arising or becoming known to the Tenderer. The details of the complaints contact person are given in the table below. The written complaint must set out:

- a) the basis for the complaint (specifying the issues involved)
- b) how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint
- c) any relevant background information; and
- d) the outcome desired by the person or organisation making the complaint.

Complaints Contact Name:	Marcus Goonan
Position Title:	Director – Community & Infrastructure
Contact Phone Number:	03 5722 0888
Contact Email Address:	council@wangaratta.vic.gov.au

The Director shall consider the complaint and provide a written response to the Complainant.