



Expressions of Interest (EOI)

SWANSTON ACADEMIC BUILDING MAIN WORKS CONTRACT

Closing Time: 4.00pm 1st April 2010

EOI responses must be lodged physically at:

**RMIT University
The Tender Box
Building 105,
Level 10, 501 Swanston Street
Melbourne 3000**

RMIT University is not committed contractually in any way to parties registering their interest in response to this invitation nor is RMIT University liable for any costs of compensation or any expenses incurred by parties in submitting a response to this EOI.

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INTRODUCTION

1. About RMIT

The Royal Melbourne Institute of Technology University (known as “**RMIT University**” or “**RMIT**”) has three main campuses within Victoria which cater for almost 55,000 students and 9,000 academic and general staff who work and study at RMIT. It also has a major operation in Vietnam, with campuses in both Ho Chi Minh City and Hanoi, and partnership arrangements with high quality education providers in other Asian countries. Around 14,500 students study RMIT programs offshore.

RMIT is proud of its multicultural heritage and the rich, active campus life available to our students, staff and local communities.

RMIT is a leading exporter of Australian education and offers hundreds of programs in Melbourne and overseas.

We are committed to equal opportunity, racial tolerance, cultural diversity and ethical behaviour. Our activities are guided by the 'triple bottom line' of environmental, social and financial sustainability.

RMIT is a large, complex organisation. It is arranged into three academic Colleges, each of which comprise a number of Schools with a mixture of higher education and vocational education programs: the International and Development Portfolio, the Research and Innovation Portfolio, the Student Portfolio and the TAFE Portfolio. Further information regarding the organisational structure and relationships between the various Colleges/Portfolios and Schools is available on the RMIT website.

Further information about RMIT may be obtained at <http://www.rmit.edu.au>.

2. This Expression of Interest (EOI)

RMIT University invites suitably qualified companies to submit an Expression of Interest for construction of the new Swanston Academic Building (SAB) on Swanston Street, Melbourne.

The SAB will accommodate major teaching and learning on the RMIT City Campus with a wide range of high quality, innovative student centred learning spaces. The design is founded on new collaborative pedagogies supported by more than 80 teaching spaces and a series of student social spaces and external balconies. The teaching spaces will range from conversational rooms of 30 seats to a large lecture theatre of 360 seats. At 35,000m² over 11 levels, this will be a unique building in Australia, for its size and for its diversity of educational facilities.

The building is to be constructed between September 2010 and December 2012.

Contractor Selection Process

This EOI is the first stage of a possible two-stage procurement process. The purpose of this EOI is to:

- enable contractors to express their interest as prospective service providers; and
- facilitate an assessment of the ability of contractors to provide the required goods and/or services.

Contractors who demonstrate an ability to provide the required goods and/or services to the required standard may be invited to respond to a subsequent request for tender (RFT). However, RMIT does not warrant or guarantee that any RFT will be released by RMIT in respect of the goods and/or services.

At the conclusion of the EOI, short listed contractors will be provided with a CD containing the full set of the preliminary tender documentation and will be invited to undertake their own review of the design to enable them to develop tender options targeting buildability. A series of briefings will be conducted at which contractors will be able to ask questions of the design team. These briefings will be undertaken during May 2010 and will be on an elemental basis. The formal tender will be issued in mid June 2010.

As part of its mandate, the client needs to demonstrate that it is providing value for money to its Stakeholders. To achieve this, contractors' Tender submissions will comprise a compliant submission and a list of non-compliant tender options that provide improved buildability.

The contract will be an amended AS4902 with the design consultants novated to the successful contractor.

The proposed programme dates are:

- | | |
|--|-------------------|
| ▪ Contractors submit EOI | 1 April 2010 |
| ▪ Agree final tender list / Issue preliminary tender documentation | 27 April 2010 |
| ▪ Contractor briefing sessions | 17 – 28 May 2010 |
| ▪ Formal Tender commences / Issue tender documentation | 23 June 2010 |
| ▪ Tender submitted | 30 July 2010 |
| ▪ Commence on site | 13 September 2010 |

3. Scope of requirements

Refer to clause 8 and clause 11 of this document.

Notice to contractors

By participating in the process outlined in, and/or responding to, this EOI, a contractor is deemed to have accepted the terms and conditions that regulate this EOI and the process outlined in it. If a contractor is unable or unwilling to agree such terms, it must decline the opportunity to submit an EOI.

INFORMATION FOR CONTRACTORS

4. Further information about this EOI

No further information will be available for this EOI.

5. Amendments to this EOI

No amendments will be issued for this EOI.

6. Contractor behaviour

Contractors must not, and must ensure that their officers, employees, agents, advisors and any proposed subcontractors do not, in relation to the preparation of an EOI submission:

- make false, misleading or deceptive claims or statements;
- make contact with (other than as permitted in this EOI), canvass, receive improper assistance from, or attempt to improperly influence, any RMIT staff member; or
- engage in collusive tendering or any other anti-competitive or unethical conduct with another contractor.

Contractors must not offer any gifts, hospitality or other benefits to any RMIT staff member at any stage throughout the procurement process.

Contractors must not make any public communications about the project or procurement process except with the prior written approval of RMIT.

RMIT will exclude all EOI submissions that fail to comply with any of the above requirements.

7. Contractor responsibility for costs and advice

All costs and expenses incurred by a contractor in the preparation and lodgement of an EOI submission to this EOI, including any additional effort required under clause 12, are to be borne by the contractor unless otherwise agreed in writing by RMIT.

Contractors are responsible for seeking their own independent professional advice in connection with this EOI, including legal, financial and taxation advice.

RESPONSE REQUIRED FROM CONTRACTORS

8. Information to be submitted

8.1 Using the Attachments

An EOI submission should include the following information:

- a completed Contractor Response Form in the form of Attachment 1;
- a response addressing the information required by clause 11 “Evaluation Criteria” of this document; and
- any other information a contractor may wish to include to support its EOI submission within the allotted size restriction.

Expressions of interest can include appendices, but should be limited to 40 A4 page sides. Contractors are to submit 1 original and 2 copies (clearly marked), and 1 PDF copy on CD.

8.2 Content and format requirements

EOI submissions must be clear, concise and in English.

Additional information over and above what is required by this EOI may not be considered by RMIT when evaluating EOI submissions.

To the extent that RMIT requests contractors to provide pricing information, all prices contained within that information must be inclusive of Australian Goods and Services Tax (if applicable) and must be in Australian dollars (\$AUD).

An EOI submission that does not include all of the required information may be rejected as Non-Conforming.

8.3 Multiple submissions

Where a contractor submits multiple EOI submissions, RMIT will accept the last submission lodged before the Closing Time, with all previous EOI submissions to be disregarded.

8.4 Consortium submissions

A consortium may submit an EOI submission on the condition that one legal entity act as the primary contracting entity and take full responsibility for delivery of the requirements. The EOI submission should provide full details of both the primary contracting entity and all proposed consortium members.

8.5 Supplier terms

RMIT intends to procure the required goods and/or services subject to RMIT's standard contract, or a contract that is acceptable to it. RMIT will not agree to be bound by any standard terms or like documentation issued by any contractor.

9. When to lodge EOI submissions

EOI submissions must be lodged before the Closing Time. RMIT's decision as to the time that a submission is lodged will be final.

The Closing Time can only be extended by RMIT issuing an addendum in accordance with clause 5.

RMIT reserves the right to reject any EOI submission lodged after the Closing Time.

The Closing Time is 4.00pm on Thursday 1st April 2010.

10. How to lodge submissions

Submissions should be labelled “SAB Main Works Contractor – Expression of Interest” and should be submitted by 4:00pm on Thursday 1st April 2010, to:

The Tender Box
RMIT University
Level 10, 501 Swanston Street
Melbourne VIC 3000

EOI submissions lodged by other means, including by facsimile, will not be considered.

RMIT will not consider an EOI submission unless a physical copy is received by the Closing Time. Contractors acknowledge that lodgement of a physical copy of their EOI submission before the Closing Time and in accordance with the requirements of this EOI is entirely their responsibility. Contractors sending EOI submissions by mail do so at their own risk and RMIT accepts no responsibility for EOI submissions delivered to an incorrect location.

EOI submissions on disk must be attached as separate file(s) in either PDF format. Files should be compressed via a zip program, where possible. Where there is any inconsistency between the physical copy and the electronic copy of a contractor's EOI submission, the physical copy will prevail.

RMIT'S EVALUATION PROCESS

11. Evaluation Criteria

Contractors will be assessed on their responses to the following criteria:

- Company profile – company profile of tenderer or JV partners (1 page).
- Project experience - provide details of recently completed (since 2004) Australian projects that demonstrate expertise / experience in the completion of projects with the following characteristics (3 pages):
 - Complex, quality turn key buildings.
 - High quality design excellence as evidenced by awards and citations with specific high level performance and quality criteria.
 - Completed projects that exceed \$120m in Australia.
 - Green Star accredited buildings.
- Personnel – key personnel and details of their experience and proposed role (4 pages).
- Referees – 3 nominated referees for your company and for each of your nominated project personnel who may comment on recent delivery performance (1 page).
- Preserving design integrity - provide details of demonstrated ability to maintain the design integrity of a project, including any specific methodologies used by your company to achieve this (3 pages).
- Construction approach - outline your construction approach and 'value add' for constructing a project of this type (4 pages).
- QA accreditation – provide details of QA accreditation in particular ISO 9001 and ISO14001 (1 page).

Contractors are to provide responses to the following mandatory criteria:

- Health, Safety & Environmental performance – statements as to current practice and previous performance (3 pages).
- Insurances – Certificates of Currency demonstrating appropriate levels of coverage with reputable insurers, based in recognised regulatory environments regarded as prudentially strong, for the usual risks associated with major construction projects; including but not limited to professional indemnity, public liability, fidelity guarantee and D&O liability, and relevant policy details (1 page).
- Conflict of Interest – provide details of any interests, relationships or clients which may or do give rise to a conflict of interest and the area of expertise in which that conflict or potential conflict does or may arise; details of any strategy for preventing conflicts of interest (1 page).
- Bank Guarantees - confirmation of your ability to provide appropriate bank guarantees (up to 7.5% of the contract sum) on a project of this size.

- Financials – demonstrate a capacity to undertake a project of this size by providing copies of your past two financial year's audited financial statements for the proposed contracting entity and the consolidated accounts of the parent entity, and by providing responses and any supporting information to the following queries (3 pages):
 - Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the contractor?
 - Are there any mergers / acquisitions that can be notified (either recent or imminent)?
 - Have there been any litigation proceedings whatsoever, actual or threatened, against the contractor, parent or associated entities within the past 5 years?
 - Are there any bankruptcy actions against a director of the contractor, its parent or associated entities within the past 5 years?
 - Are there any insolvency proceedings, actual or threatened (including Voluntary Administration, Application to Wind Up, or other) against the contractor, its parent or associated entities within the past 5 years?
 - Are there any existences of any breaches or defaults, of any agreement, contract or order binding upon the contractor, its parent or associated entities within the past 5 years of greater than \$250,000?
 - Are there any other factors which could impact on the financial ability to successfully perform the contract?
 - Is the company trading solvent, and able to meet its debts as and when they fall due in the normal course of business?

Responses to the mandatory criteria will be assessed as a PASS or FAIL.

12. Additional steps

12.1 Provision of additional information

To assist the EOI assessment process, some or all contractors may be requested, after the Closing Time, to clarify their EOI response and provide additional supportive documentation and/or information including audited financial accounts or their Annual Return of a Company report as submitted to the Australian Securities and Investment Commission for the last financial year.

RMIT reserves the right to reject any EOI submission as Non-Conforming where a contractor fails to provide any additional information requested by RMIT without valid reason (as determined by RMIT).

12.2 Security, probity and financial checks

RMIT may conduct such security, probity and financial (including credit) checks as it deems necessary on contractors, their associates or related entities, officers, employees, agents and/or any proposed subcontractors, for the purposes of the EOI process, including the evaluation of EOI submissions. These checks may require individuals to sign forms verifying certain information or authorising the provision of confidential or personal information.

Contractors must provide, at their own cost, all reasonable assistance required by RMIT in undertaking and conducting the security, probity and financial checks.

13. No contractual obligations

Nothing in this EOI, or the submission of any response to it, or any conduct or statement otherwise related to this EOI constitutes a legally-binding obligation on RMIT to acquire particular goods or services from any party, or a representation or warranty by RMIT that it will do so. RMIT will not be obliged to acquire particular goods and/or services unless and until it enters into a formal contract with a particular contractor to do so.

14. Notification to unsuccessful contractors

Following finalisation of the procurement process, RMIT will notify each unsuccessful contractor that its submission has not been accepted.

GENERAL CONDITIONS

15. Disclaimer

Nothing in this EOI requires RMIT to select a contractor for award of implementation.

RMIT reserves the right to discontinue the procurement process (including the release of a subsequent request for tender) at any time and for any reason.

By lodging an EOI response, contractors acknowledge and agree that:

- they will not institute any legal challenge in respect of this document;
- the selection process is a commercial arrangement and is not subject to the rules of natural justice;
- they will not make any public statement, or provide any information for publication in relation to the acceptance or otherwise of any EOI submission, without the prior written approval of RMIT;
- to the maximum extent permitted by law, neither RMIT nor its employees, advisers or agents will in any way be liable to any person or entity for any cost, expense, loss, claim or damage arising out of or in connection with this EOI;
- they have not relied on any express or implied warranty or representation made by or on behalf of RMIT other than as expressly contained in this EOI or an addendum to this EOI issued by RMIT in accordance with clause 5;
- they have not received improper assistance from any RMIT staff member;
- RMIT may alter this EOI, including its specifications/requirements, at any time and for any reason;
- RMIT may change the structure or timing of the EOI process at any time and for any reason and
- RMIT may invite additional contractors to submit an EOI submission at any time.

16. RMIT's rights

16.1 Ownership of EOI submissions

All EOI submissions shall become the property of RMIT on lodgement. Contractors shall retain ownership of intellectual property in the EOI submissions provided that RMIT is entitled to use and copy the EOI submissions as necessary for the purposes of the EOI process, including the proper evaluation of submissions.

16.2 Ownership of EOI

This EOI remains the property of RMIT. Contractors are permitted to use the EOI only for the purposes of preparing their EOI submission.

All copyright and other intellectual property rights contained in this EOI are and remain vested in RMIT and any third party who has given RMIT permission to incorporate them in this EOI.

16.3 Refinement of Statement of Requirements

RMIT may use EOI submissions to further refine its Statement of Requirements during the RFT stage of the procurement process.

Contractors are required to notify RMIT in their response to Attachment 1 (Contractor Response Form) of any information that they consider to be confidential and therefore unable to be used by RMIT this purpose. RMIT will treat any information notified to it as confidential information in accordance with clause 17.

16.4 Breach of terms of this EOI

Each contractor acknowledges and agrees that, if fails to comply with, or breaches, the terms and conditions governing this EOI, RMIT may disqualify that contractor's submission(s) from further consideration under this EOI, and reserves the right to disqualify such contractor from future procurements initiated by RMIT (whether in relation to goods and services similar to those contemplated in this EOI, a subsequent Request for Tender issued by RMIT in respect of such goods or services, or otherwise).

17. Confidential information

Subject to this clause 17, RMIT undertakes to keep confidential any confidential information provided to RMIT by contractors as part of their EOI submission.

RMIT may, without notifying any contractor, disclose or allow the disclosure of, at any time, any information provided by contractors, including their EOI submission:

- to RMIT's employees and officers solely in order to evaluate or otherwise assess the EOI submission;
- to RMIT's internal management personnel for purposes related to the EOI process;
- where the information is authorised or required by law to be disclosed; or
- where the information is in the public domain otherwise than as a result of a disclosure by RMIT.

Contractors are required to indicate in their response to Attachment 1 (Contractor Response Form) the information that they consider to be confidential information and the reasons why the information should be protected.

18. Governing law

The laws of the State of Victoria govern this EOI, and RMIT and each respondent/contractor submits to the non-exclusive jurisdiction of the Courts of that State and courts with appellate jurisdiction over such Courts.

19. Definitions

In this EOI, unless the contrary intention appears:

Closing Time	means the Closing Time specified on the front page of this EOI, as amended by any addendum in accordance with clause 5
Evaluation Criteria	means the Evaluation Criteria set out in clause 11
Non-Conforming	means an EOI submission that does not substantially meet the requirements of this EOI
EOI	means this request for expressions of interest
RFT	means a subsequent request for tender that may be released by RMIT in respect of the goods and/or services under this EOI
Statement of Requirements	means RMIT's requirements as set out in Schedule 1

SCHEDULE 1 – STATEMENT OF REQUIREMENTS

Refer to clause 8 and clause 11 of this document.

ATTACHMENT 1 – CONTRACTOR RESPONSE FORM

The contractor should complete and submit this Contractor Response Form with its EOI submission.

1. **EOI Name** *Swanston Academic Building – Main Works Contract*

2. **Contractor name**

If a company	Company name	
	ACN	
If a partnership	Trading name (if any)	
	Full names of partners	
If a sole trader	Trading name	
	Full name of sole trader	
If any other type of organisation	Name of organisation	
	Type of organisation	

3. **ABN**

4. **Trust status**

If the contractor is a trustee and is responding to the EOI as trustee of the trust

Name of trust

5. **GST**

Is the vendor's business registered for GST?

6. **Contact for liaison and notices**

Name	
Postal Address	
Telephone	
Facsimile	
Email	

7. **Conflicts of Interest**

The contractor confirms that there are no circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this EOI or the contractor's obligations under any contract resulting from this EOI other than:

The contractor undertakes to advise RMIT in writing of any additional actual or potential conflicts of interest immediately after becoming aware of it.

8. Confirmation

8.1 The contractor:

- (a) confirms that it and any proposed subcontractors are not insolvent, bankrupt, in liquidation, or under administration or receivership;
- (b) confirms its capacity to lodge an EOI submission and that there is no restriction under any relevant law to prevent it from lodging an EOI submission; and
- (c) consents to RMIT undertaking any security, probity and/or financial checks in accordance with this EOI.

8.2 The contractor confirms that it has read and understood the terms of the EOI and that, to the best of its knowledge, all information in its EOI submission is true and correct.

9. Confidential Information

The contractor considers the following information to be confidential information in accordance with clause 17 of the EOI:

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[Note: Please provide reasons why the information should be protected as conditional information and the period for which the information is to be protected.]

9. Signature on behalf of contractor

[Note: To be signed by the contractor personally, or if the contractor is not an individual, by someone authorised to sign on behalf of the contractor, e.g. managing director.]

Signature	
Name	
Position	
Signature of witness	
Name of witness	
Address of witness	
Date	