



Government of **Western Australia**  
Public Transport Authority

**RFT Prequalification**  
**No. 180014**

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# **Perth METRONET Railcar Procurement, Stage 1 Request for Tender (RFT) Prequalification**

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**CONDITIONS & INFORMATION FOR  
RESPONDING**

**BOOK 1 OF 2**

**Stage 1 RFT Prequalification Close:**

11:00am Western Australian Time on Thursday 7<sup>th</sup> June  
2018

**Enquiries:**

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## 1 INTRODUCTION

### 1.1 Background

The Public Transport Authority of Western Australia (PTA) operates the Perth urban rail network that consists of approximately 180 kilometres of electrified track and 71 stations; PTA maintains a pre-eminent position as the operator of a modern urban rail system and is seeking to enhance this position through a series of network expansions, known as METRONET, and the procurement of new railcars. The selected supplier of the railcar fleet will play a key role for the PTA and as such will need to demonstrate a commitment to excellence in railcar design, construction and maintenance.

The Perth urban rail network was electrified in 1989 and the first Electric Multiple Unit (EMU) railcars commenced operation in 1990, Perth's first electric railcars (known as the A-Series) were introduced into service progressively with the final order of 5 x 2 car sets added to the fleet in the late 1990s.

The New MetroRail Project resulted in the opening of the Mandurah line in 2007 and saw the introduction of the 3 car "B-series" railcar sets, an initial batch of 31 x 3 car set has been increased on three separate occasions over subsequent years and will reach a fleet size of 78 x 3 car sets by the end of 2019.

Under the State Governments "METRONET" programme the extension to Forrestfield via the Airport, due to be opened in 2020, will be followed by:

- extension of Joondalup line from Butler to Yanchep
- extension of Thornlie line to Cockburn
- a new station at Karnup, on the Mandurah line
- extension of Armadale Line to Byford
- extension of Midland line to Bellevue and relocation of Midland station
- new Ellenbrook line; and
- the removal of level crossings.

The Western Australian Planning Commission (WAPC) has estimated that the Perth and Peel region's population will reach 2.7 million by 2031, which equates to an average annual growth rate of 1.9 per cent per annum. Population growth along the existing rail network, combined with the network expansion to key emerging population growth centres, is forecast to result in significant future passenger demands, particularly within the central sub-region. Patronage demand forecasts indicate that rail patronage between 2014 and 2031 will more than double. In addition to the new EMU railcars to serve the METRONET expansion projects, the project provides for the replacement of the A-Series fleet and to meet with the forecast patronage demand. The anticipated minimum fleet size for the new EMU fleet is 246 railcars, configured in fixed six-car formations.

PTA also operate regional rail fleets which service the communities as far East as Kalgoorlie and South to Bunbury. The diesel railcars that operate the "Australind" service to Bunbury commenced operations in 1987 and replacement railcars form part of this Tender. This fleet consists of 50 off powered railcars, three driving and two non-driving cars, which are operated in train consists of between three and five railcars on a twice daily service from Bunbury-Perth and return. Offers are sought to replace these Australind railcars on a like-for-like or Diesel Multiple Unit (DMU) basis.

State Government will nominate this project as a "Project of strategic significance" under the Western Australian Jobs Act 2017. A key project objective is the State Government's desire to maximise opportunities for WA jobs, apprenticeships and Small/Medium Enterprise (SME) participation and the PTA is therefore seeking a supplier that is committed to supporting this vision by undertaking full assembly of the railcars in Western Australia and developing a supply chain in Western Australia to support the manufacture and whole-life maintenance of the cars.

To facilitate the above objectives, State Government is currently planning an assembly and future overhaul facility, connected to the Perth Urban Rail Network which will be made available to the Successful Respondent. Alternatively, suitable Government land can be made available for the purpose of creating a railcar manufacturing/assembly facility; neither of these potential solutions prevent a manufacturer from entering into negotiations with existing businesses which own or operate from facilities which are suitable for railcar manufacturing/assembly.

## 1.2 Overview of the Procurement Process and Contracting Structure

The PTA intends to select the Successful Tenderer pursuant to a two stage procurement process consisting of an RFT Prequalification (this Tender) and an interactive RFT phase with Shortlisted Respondents. Upon successful conclusion of the tendering process, it is envisaged that contracts will be established with the Successful Tenderer for:

- the supply of PTA's new urban EMU;
- the supply of diesel powered railcars to replace the Australind fleet; and
- maintenance of the new EMU railcars for a period of 30 years.

It is a requirement that the maintenance contract for the EMU railcars be entered into by the supplier of the EMU railcars. The PTA will not enter into negotiations for the maintenance contract with a different entity.

A brief summary of the two stages is provided below:

### Stage 1 - RFT Prequalification

1.2.1 This prequalification process calls for responses from organisations experienced in the manufacturing, supply and maintenance of EMU railcars suitable for the Perth Urban Rail Network and supply of diesel railcars to replace the PTA's regional "Australind" fleet. Responses will be assessed against nominated criteria and a shortlist of up to three (3) respondents will be invited to participate in Stage 2 of this procurement process; the number of Shortlisted Respondents will be advised by PTA in the invitation to respond to the Stage 2 RFT.

### Stage 2 - Interactive RFT

1.2.2 The PTA will invite Shortlisted Respondents to complete and submit a full response to the Stage 2 RFT. To facilitate Stage 2, Shortlisted Respondents will be provided with draft terms and conditions of contract for the supply of the railcars, draft terms and conditions of contract for the maintenance of the EMU railcars, an Industry Participation Plan template and the PTA's technical railcar specifications. Stage 2 will be interactive and will involve negotiation on the draft terms and conditions, compilation of an Industry Participation Plan and the Design Review of elements of the railcar design. It is anticipated that, as a minimum, the following milestones will be reached during this process:

1. Negotiated terms and conditions for the EMU Supply Contract;
2. Negotiated terms and conditions for the diesel railcar Supply Contract;
3. Negotiated terms and conditions of the EMU Maintenance Contract;
4. Negotiated terms and conditions for Maintenance Support and Material provision for the diesel railcars;
5. Finalisation of a full Industry Participation Plan; and
6. Verification of the respondents Technical design in the following areas:
  - a. Carbody and bogie structural design;
  - b. Interior layout and exterior bodyside door configuration – information provided by the respondents will be modelled by PTA to verify the station dwell times that can be achieved by the proposed design.
7. Railcar design and manufacture Verification and Validation plan

The Stage 2 process will run for a period of five months and subject to the successful completion of the Stage 2 RFT process, and the negotiation of terms acceptable to the PTA, the PTA and Successful Tenderer will enter into the contracts contemplated above.

### 1.3 Tender Timetable

The anticipated procurement and evaluation timetable and next steps towards Contract award are as follows: **Table 1:** Proposed procurement process timetable

Key Activities/Functions	Timing
<b>Stage 1 RFT Prequalification</b>	
▶ Issue Stage 1 RFT Prequalification	▶ April 2018
▶ Close Stage 1 Submissions	▶ June 2018
▶ Nomination of Shortlisted Respondents	▶ July 2018
<b>Stage 2 Request for Tender</b>	
▶ Issue Stage 2 RFT	▶ July 2018
▶ Close Stage 2 RFT	▶ December 2018
▶ Contract award	▶ March 2019
▶ First Project railcar complete	▶ April 2021
▶ First Project railcar sets introduced into operation	▶ December 2021

## 2 PROJECT REQUIREMENTS

### 2.1 Project Scope

2.1.1 The scope of the Project includes the following:

- a) Design and manufacture of a minimum of 246 new EMU railcars for the Perth Urban Rail Network;
- b) Maintenance of the new EMU railcars for a 30 year term commencing when the first railcar is accepted by PTA;
- c) Design and manufacture diesel railcars to replace the existing "Australind" fleet;
- d) Maintenance support for the new diesel railcars
- e) Operation and maintenance of the EMU railcar maintenance facilities concurrent with the Maintenance package; and
- f) Operation and maintenance of PTA EMU railcar assembly facilities concurrent with the supply contract.

### 2.2 Business Drivers

2.2.1 The Project is being driven by the following significant business drivers:

- Increasing the overall attractiveness of PTA operations, to improve levels of customer satisfaction and attract more passengers.
- Increasing the capacity and operational efficiency of the railcar fleet, to cater to forecast increases in patronage demand and support broader network capacity enhancements as envisaged by the PTA Route Utilisation Strategy (e.g. frequency of operations)
- METRONET Stage 1;
- Western Australian Jobs Act 2017;
- A-Series replacement; and
- Subsequent METRONET and other rail network expansion plans.

## 2.3 Business Requirements

2.3.1 The following business requirements for the Project expand the business drivers stated above:

- 1) ANZ Small and Medium size Enterprises (SME's) shall be given full, fair and reasonable opportunity to participate in the manufacture, assembly and whole of life maintenance of the railcars. Assembly and whole of life maintenance of the railcars will be undertaken in Western Australia and will provide for jobs in Western Australia;
- 2) New EMU railcars shall be capable of operating all PTA timetabled passenger services in conjunction with the existing A and B series railcars;
- 3) New railcars shall be capable of hauling and safe haulage by the A and B series EMU's and haulage by PTA's U201 locomotive;
- 4) Within the design life of 35 years there will be no requirement for any work to be conducted on the carbody or bogie structures to remediate corrosion, fatigue or any other potentially life limiting conditions;
- 5) EMU railcar interior and door configuration will provide for reliable, repeatable station dwell times below that of the existing EMU fleets and increased passenger capacity;
- 6) Railcar sets shall be of a fixed six-car formation, comprising two driving cars and four intermediate cars with wide intercar gangways to allow for unimpeded passenger flow throughout the set;
- 7) Railcar design shall support quick turn round through fast system initialisation times when driving ends are changed;
- 8) Network change such as train control/signalling system and radio communications system upgrades shall be supported by the railcar design;
- 9) High levels of availability and reliability shall be supported by decision support systems to reduce the passenger rail service impact of railcar faults;
- 10) Railcars shall enable efficient use of energy resources; and
- 11) Increased passenger satisfaction shall be achieved through an attractive, modern appearance and amenities that allow charging of handheld mobile devices and easy internet connectivity.

2.3.2 The general PTA railcar specification includes the items in Table 2 below.

**Table 2:** General EMU railcar specification requirements

Parameters	Values
Overhead Line Voltage	25kV, 50Hz
Gauge	1067 mm
Maximum length over end couplers	144,800 mm
Platform/floor height	1085 mm
Coupler height	785 mm
Minimum, Maximum operating speed	130 km/h
Bogie centre distance	17,000 mm
Bogie wheel base	2,500mm
Minimum Axle load	12 t
Maximum Axle load	16 t
Passenger Seating capacity	Minimum 448 per railcar set

Parameters	Values
Static Outline	As per PTA Drawing 00-C-04-0076
Ruling track gradient	1 in 30
Car Body Material	Stainless Steel
Minimum Design Service Lifespan	35 years
Expected Annual Duty Cycle	250,000 – 280,000 km

2.3.3 The general PTA diesel railcar specification includes the items in Table 3 below.

**Table 3:** General DMU railcar specification requirements

Parameters	Values
Gauge	1067 mm
Maximum operating speed	160 km/h
Maximum Axle load	16 t
Static Outline	As per PTA Drawing 00-C-04-0076
Acceleration rate	At least 0.85 m/s <sup>2</sup>
Maximum Service Brake	1.12 m/s <sup>2</sup>
Emergency Brake	1.35 m/s <sup>2</sup>
Ruling track gradient	1 in 30
Car Body Material	Stainless Steel
Minimum Design Service Lifespan	35 years

## 2.4 Project Assumptions and Requirements

2.4.1 The following assumptions and requirements provide guidance to planning of the Project:

- 1) Assembly and whole life maintenance is to be undertaken in Western Australia with the support of local SME's. The State has targeted a minimum of 50% local content requirement for the manufacturing of railcars.
- 2) Delivery of the EMU railcars is required to commence in 2021 and continue at a rate of 5 railcar sets per year.
- 3) The PTA urban rail network will be available for the dynamic commissioning of the railcars between routine operating services or outside of normal operating hours as appropriate for the testing being undertaken.
- 4) Facilities suitable to undertake assembly of the railcars in WA will be available and respondents have opportunity to input into facility design during this RFT Prequalification and the RFT process. Alternatively, Government land suitable for such facilities will be available.
- 5) Suitable facilities can be provided by the PTA for railcar assembly and maintenance maintenance (not necessarily co-located) in order to be ready for the delivery and commissioning of the first new railcars.
- 6) Maintenance of the railcars is to be included for a minimum 30 year term.

### 3 CONDITIONS OF RESPONDING

#### 3.1 Definitions

In this document:

Addendum	means an addendum to this Stage 1 RFT Prequalification issued by the PTA pursuant to section 3.5.4 below.
Closing Time	means the closing date and time specified in section 3.10 below.
Conditions	means the terms and conditions of the procurement process as set out in section 3 and any additional terms and conditions imposed by the PTA during the procurement process.
Contract	means the agreement between the PTA and the Successful Respondent which sets out the rights and obligations of the parties in relation to the design, build and maintenance of the railcars
FOI Act	means the <i>Freedom of Information Act 1992 (WA)</i> .
GST	has the meaning given to that term in the GST Law, where "GST Law" has the same meaning as in the <i>A New Tax System (Goods and Services) Tax Act 1999 (Cth)</i> .
Maintenance	means the maintenance and cleaning of the new railcars.
Preferred Tenderer	means any Respondent selected by the PTA as the party with whom it intends to enter into a contract in respect of the design, build and maintenance of the railcars.
Probity Advisor	has the meaning given to that term in section 3.28 of this RFT Prequalification.
PTA	means the Public Transport Authority of Western Australia and includes its employees, servants and agents.
Railcar Facilities	means the depot, stabling, cleaning, maintenance and administrative facilities required to support the railcars.
Related Body Corporate	has the meaning given to it in the Corporations Act.
Related Party	has the meaning given to it in the Corporations Act.
Related Party Participants	has the meaning given to it in clause 3.30.3 of the Terms and Conditions.
Respondent	means each entity who submits a response to this RFT Prequalification, and, if this submission is made by more than one entity, means all of the Respondent Members acting as a group in participating in the procurement process.
Respondent Member	means each person identified as a Respondent Member in an RFT Prequalification submission.
Returnable Schedule	means the submission templates provided in Book 2 of this RFT Prequalification.
RFT Prequalification	means this Book 1 and Book 2, including any schedules and attachments to this document and any Addendum and any amendment or clarification to this RFT Prequalification issued by the PTA.
RFT Prequalification Submission	means all information, facts, matters and things provided by a Respondent in response to this RFT Prequalification.
Shortlisted Respondent	means a Respondent who is shortlisted by the PTA following evaluation of the responses to this RFT Prequalification.
Stage 2 RFT	means the Request for Tender pursuant to which the PTA intends to Contract with a Preferred Tenderer.
State	means the Crown in the right of the State of Western Australia and includes a department established under the <i>Public Sector Management Act 1994 (WA)</i> and a Minister of the Crown, whether body corporate or otherwise.
Successful Tenderer	means the Respondent party to the Contract.

### **3.2 Stage 1 RFT Prequalification**

3.2.1 This RFT Prequalification consists of:

- a) Book 1 of 2, Conditions and Information for Responding to this RFT Prequalification, including;
  - Introduction
  - Project Requirements
  - Conditions of Responding
  - Information for the Respondent
- b) Book 2 of 2, Information Requested from the Respondent, including;
  - Request for Tender Prequalification Form
  - Schedule of Addenda
  - Information Required from Respondent (Returnable Schedules).
- c) Attachment 1 – PTA Drawing 00-C-04-0076 Standards for Urban Network Structural Clearance and Rollingstock outlines – NARROW GAUGE LINES
- d) Attachment 2 - PTA Drawing 00-C-04-0078 Standards for Urban Network Structural Clearance and Rollingstock outlines – NOTES RELATING TO CLEARANCES
- e) any amendment or clarification to this Stage 1 RFT Prequalification issued by the PTA

3.2.2 Where there is more than one Respondent Member, the obligations and liabilities of a Respondent Member under the Conditions apply to each Respondent Member jointly and severally.

3.2.3 Unless the context indicates a contrary intention, in the Conditions 'includes' in any form is not a word of limitation and the meaning of 'or' will be that of the inclusive 'or', meaning one, some or all of a number of possibilities.

3.2.4 If any of the Conditions purport to exclude liability for a particular matter, such exclusion only operates to the extent permitted by law.

3.2.5 Neither the PTA nor the State, nor any of their officers, employees, agents, consultants, contractors, nominees, licensees or advisers warrants, guarantees or make any representation, or assumes any duty of care, or accepts any liability, with respect to the completeness, accuracy, adequacy or correctness of information disclosed by such persons to the Respondent in connection with the procurement process for the Project.

3.2.6 Each Respondent agrees that it does not rely on any information provided by the persons listed in section 3.2.5 in relation to the Project and that it must make its own enquiries in relation to the Project.

### **3.3 Information Supplied with Stage 1 Submission**

For providing a Stage 1 Submission, the Respondent shall use the Form and Returnable Schedules contained in Book 2 of this RFT Prequalification.

The Respondent's submission should be accompanied by full documentation and information at the time of responding. All such documentation and information must be provided free of charge to the PTA. The documents and information submitted by the Respondent(s) will become the PTA's property.

Each Respondent agrees that the PTA will not be required to return the submissions or any documents, materials, articles and information lodged by the Respondent as part of, or in support of, the RFT Prequalification.

### **3.4 Preparation of Submission**

3.4.1 All documentation must be written in the English language and any tendered rates must be in Australian currency.

3.4.2 Measurements and quantities must be in units consistent with the Weights and Measures (National Standards) Act 1960-1966 or in the absence of any specification therein must be in accordance with the Australian Metric Tables and Australian Standard AS1000 - The International System of Units (SI) and its application.

3.4.3 All information required to be supplied must be typewritten or legibly hand-written in ink without alterations or erasures (including whiting or blanking out), unless each alteration or amendment is signed in ink.

#### 3.4.4 The RFT Prequalification submission must include:

- a) all the information required by this RFT Prequalification and all information relating to the Project Requirements unless the RFT Prequalification otherwise provides; and
- b) the completed 'Book 2 – Information Requested from the Respondent', including the completed and signed 'Request For Tender Prequalification Form', together with any other relevant information. The remainder of this RFT Prequalification is not to be returned with the Stage 1 Submission.

### 3.5 Enquiries, Notifications, Clarifications and Addenda

#### 3.5.1 All of the Respondent's enquiries must be directed to:

Martin Sale  
Public Transport Authority  
Public Transport Centre  
West Parade  
Perth WA 6000

Telephone No: 08 9326 2516

E mail: martin.sale@pta.wa.gov.au

3.5.2 If the Respondent is in doubt as to the true meaning of any part of this RFT Prequalification or if it finds any discrepancy, error or omission in this RFT Prequalification, it must notify the above-mentioned officer in writing and request clarification. The decision of whether or not to respond to any request for clarification and the content of any response is at the absolute discretion of the PTA. The PTA will circulate clarification questions of a general nature together with the PTA's response to the Respondent and all other Respondents.

3.5.3 If the Respondent has identified in its clarification question that the question relates to proprietary aspects of their submission and PTA is of the opinion that the question:

- a) is not proprietary, the PTA will advise the Respondent who has the option to withdraw the question. If the Respondent continues to request a response to that question, the PTA's response will be circulated to the Respondent and all other Respondents; or
- b) does relate to proprietary aspects of the Respondent's submission, the PTA will provide its response only to the Respondent.

3.5.4 Addenda to this document may be issued prior to the RFT Prequalification Closing Time for the purpose of clarifying this RFT Prequalification or to modify any terms of this RFT Prequalification. Each addendum issued will be distributed to each Respondent.

3.5.5 All addenda when issued will become part of this RFT Prequalification and where addenda are issued; the Respondent must complete the Schedule of Addenda contained in this RFT Prequalification and return it with their submission.

3.5.6 Neither the PTA nor any of its employees will have any authority to make any representation or explanation to the Respondent as to the meaning of any of the RFT Prequalification, or as to anything to be done or not to be done by the Respondent, or as to any other matter or thing so as to bind the PTA in the exercise of its powers and duties under this RFT Prequalification unless such information is:

- a) issued by formal numbered Addenda; or
- b) issued by written clarification from the officer identified in section 3.5.1 above in accordance with the process outlined in section 3.5.2 above.

### 3.6 Respondent to Inform Itself

3.6.1 The Respondent will be deemed to have examined the RFT Prequalification; and

3.6.2 examined all further information relevant to the risks, contingencies and other circumstances having an effect on its RFT Prequalification which is obtainable by the making of reasonable enquiries.

### 3.7 Responses to RFT Prequalification

3.7.1 The Respondent should pay particular attention to fully answering all the questions asked in this RFT Prequalification as responses to the questions will be critical to the evaluation of submissions.

- 3.7.2 The RFT Prequalification will be assessed in a structured manner in a competitive environment.
- 3.7.3 The PTA may seek clarification of any parts of the submissions, by written request or through the conduct of clarification meetings.
- 3.7.4 Respondents may include any comments considered necessary to explain, amplify or detail items in the submission.
- 3.7.5 If, in the Respondent's opinion, minor variations to the requirements of the RFT Prequalification are desirable to suit standard product or procedures, full details of such a variation shall be stated in the submission.

### 3.8 Alternative RFT Prequalification

- 3.8.1 Where a significant variation to the RFT Prequalification requirements is proposed or the Respondent proposes alternative solutions, a Respondent may submit an alternative response on a separate submission form. All variations from the RFT Prequalification requirements shall be detailed in the alternative response.
- 3.8.2 Any alternative response shall be clearly marked on the front cover.
- 3.8.3 The PTA may at its discretion disregard and not consider alternative responses from Respondents which did not lodge a conforming submission.

### 3.9 Public Transport Authority to have Sole Discretion

- 3.9.1 The PTA will retain sole and absolute discretion in the final outcome of the evaluation of the RFT Prequalification, whether those submissions are late, invalid, compliant, alternative or otherwise.
- 3.9.2 The determination of Public Transport Authority in respect of selection of the Selected Tenderers will be final and binding.

### 3.10 Lodgement of Submission

- 3.10.1 The RFT Submission must be lodged electronically
  - 3.10.1.1 Electronic submissions must be lodged via the Tenders WA website ([www.tenders.wa.gov.au](http://www.tenders.wa.gov.au)) in accordance with the website's terms and conditions. No other method of electronically submitting a Stage 1 Submission shall be accepted.
  - 3.10.1.2 The electronic Tender Box will automatically close at the Closing Time and any submissions that have not completed uploading at that time will not be received. The Respondent is strongly advised to lodge electronic submissions early to avoid potential problems faced by congestion of the electronic Tender Box.
  - 3.10.1.3 The Respondent must ensure that the electronic files making up the Stage 1 Submission are in one of the following file formats: .doc(x); .xls(x); .pdf (Adobe); .txt; .rtf; .ppt(x); or .zip
  - 3.10.1.4 Where submitting the submission through the Tenders WA website the Respondent must print, sign and scan the 'Request for Tender Prequalification Form' embedded in this RFT Prequalification and submit it as part of their submission.
  - 3.10.1.5 In the event that the Respondent encounters problems with uploading their tender submission to the Tenders WA website, they should contact the Department of Finance Procurement Systems Support Line ([procurementsystems@finance.wa.gov.au](mailto:procurementsystems@finance.wa.gov.au) or +61 (08) 6551 2020) for assistance.

3.10.2 Stage 1 RFT Prequalification closing date and time

**Request for Tender Prequalification must be uploaded to the Tenders WA website by no later than 11:00am Western Australian Time on Thursday 7th June 2018**

**The forwarding of Stage 1 Submission by mail or email is not acceptable.**

### 3.11 Late or Invalid Submission

- 3.11.1 Any submission not lodged in the electronic Tender Box by the Closing Time is a late submission.
- 3.11.2 Any RFT Prequalification submission received by a method, or in a place, other than that nominated in the "Lodgement of Submission" section is an invalid submission.

**WARNING:** If a submission is late or invalid, the PTA may, in its absolute and sole discretion, reject or not

consider the submission.

### **3.12 Opening of RFT Prequalification**

The opening of submissions is not public and neither the Respondent nor its representatives will be permitted to attend.

### **3.13 Confidentiality**

3.13.1 The PTA will treat submissions as confidential and undertakes to keep confidential any information provided by the Respondent in responding to this RFT Prequalification unless disclosure of any part of it is required by law.

3.13.2 Where the information is publicly available,

- a) the Respondent agrees to the disclosure: and
- b) the disclosure is required to meet public disclosure obligations of the PTA or the State, including under current or future law or policy of the State, in the course of official duties of a Minister of the State, to satisfy requirements of parliamentary accountability, in annual reports of the PTA or the State or to satisfy any other recognised public requirement

3.13.3 The PTA may publicly publish or disclose information in relation to the procurement process, the Project or the details of the Respondent, including the terms and conditions of any Contract."

3.13.4 The Respondent acknowledges that the Freedom of Information Act 1992 (WA) applies to the information provided by the Respondent in its submission and otherwise submitted by the Respondent to the PTA, and that all or part of such information may be disclosed to third parties if there is a requirement to do so under the provisions of that Act.

3.13.5 "Confidential Information" means the following information (of whatever nature, including written, graphical, electronic, oral, or in any other form) which is either directly or indirectly disclosed to, or otherwise obtained by or on behalf of, a Respondent in respect of or in connection with the Project:

- a) this RFT Prequalification and the Stage 2 RFT;
- b) all information disclosed or furnished by or on behalf of the PTA during the procurement process for the Project;
- c) each submission and any other submission or response by the Respondent to the extent it contains or would reveal any of the information referred to in (a) or (b) above; and
- d) any other information which a Respondent Member knows or ought reasonably to know is confidentiality to the PTA or should be treated as such.

3.13.6 The Respondent must:

- a) treat the Confidential Information as confidential save where the Confidential Information is in the public domain (except where the disclosure has arisen from an act or omission by the Respondent) or to the extent disclosure is proven to be necessary to comply with any applicable law or where agreed to or required by the PTA;
- b) not use, copy, reproduce or distribute any Confidential Information except as required for the purposes of preparing the submission and otherwise participating in the procurement process for the Project;
- c) not disclose any Confidential Information to any person not involved with the preparation of its submission; and
- d) ensure that any person receiving Confidential Information is similarly bound by and complies with the obligations in this section 3.13, and
- e) the obligations in this section 3.13 continue after the termination of the Respondent's participation in the procurement process for the Project.

### **3.14 Rejection of RFT Prequalification**

The PTA reserves the right in its absolute discretion at any time to reject or refuse to consider or evaluate any or all submissions. This Condition prevails over any contrary implication.

### **3.15 Respondent Bound by the Conditions**

A Respondent that submits a submission in response to this RFT Prequalification will be deemed to accept and agree to all of the Conditions. In consideration of the Respondent and Respondent Members agreeing to be bound by the Conditions, the PTA will receive and consider the Respondent's submission in accordance with the Conditions.

### **3.16 Effect of a submission**

A Respondent that submits a submission in response to this RFT Prequalification will be deemed to have warranted to the PTA that:

- a) the information, statements, representations, claims and assertions made in its submission are true and correct; and
- b) the submission is complete and includes all of the information required by this RFT Prequalification.

### **3.17 No Legal Relationship or Liability on part of Government or PTA**

3.17.1 No legal or other obligation or relationship arises between a Respondent and the PTA or the State, other than the contract that arises as a consequence of execution of the submission form, and neither this RFT Prequalification nor the Stage 2 RFT constitute an offer to enter into the Contract.

3.17.2 The State, the PTA and their respective officers, employees, consultants, contractors or agents are not, in any circumstances, liable to the Respondent whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any costs, losses, expenses or damages incurred or suffered by the Respondent as a result of or arising from:

- a) the RFT Prequalification;
- b) any submission made by the Respondent;
- c) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from or any use of, or reliance by, the Respondent upon and information provided by the PTA or the State in connection with the Project or the procurement process for the Project;
- d) any decision by the State or the PTA not to accept any submissions or not to proceed with the requirements of the RFT Prequalification or the Project.

### **3.18 Compliance with Tenders WA website requirement**

It is the responsibility of the Respondent to ensure that their details, including the correct email address of the nominated contact person are registered within Tenders WA.

### **3.19 Agency Arrangements**

A submission where it is intended to have an agent interposed between the PTA and the Respondent will not be considered. The PTA will only deal directly with the Respondent.

### **3.20 No Obligation to Proceed**

By issuing this RFT Prequalification, the PTA will be obliged neither to proceed to a contract in connection with the procurement nor to contract out any part of the procurement described in this RFT Prequalification.

### **3.21 Bound by Stage 1 Submission and process**

The Respondent is bound by the content of its submission including any schedules, annexures, attachments and appendices which form part of its submission and the Respondent must not withdraw from, or suspend its involvement in, the procurement process for the procurement.

### **3.22 Respondent Cost and Risk of Stage 1 Submissions**

The Respondent submits a submission and participates in the procurement process at its own cost and risk and all information and documents must be provided free of charge.

### **3.23 PTA Reserves its Rights**

3.23.1 The PTA may select but is not obliged to select, one or more Respondents as a Shortlisted Respondent. During the Stage 2 RFT, the PTA is not obliged to select one Shortlisted Respondent as the Successful Tenderer.

3.23.2 The selection of a Shortlisted Respondent does not constitute an acceptance of the submissions by the Respondent or otherwise confer any rights on a Shortlisted Respondent and is without prejudice to the right of the PTA to decline to enter into the Contract, or to enter into the Contract with the Respondent or any other Respondent.

3.23.3 The PTA reserves the right in its absolute discretion at any time to:

- a) suspend any negotiations with a Shortlisted Respondent if, in the opinion of the PTA:
  - (i) the Shortlisted Respondent has breached a Condition;

- (ii) there is a change to the information on which the PTA has relied in appointing a Shortlisted Respondent;
  - (iii) timely contractual close of the Contract in terms acceptable to the PTA is unlikely to be achieved with the Shortlisted Respondent; or
  - (iv) for any other reason.
- b) cancel, suspend or change the procurement method, or any aspect of the procurement process or to take such other action as the PTA considers, in its absolute discretion, appropriate in relation to the procurement process;
  - c) in selecting the Shortlisted Respondent and the Preferred Tenderer, have regard to:
    - (i) the PTA's knowledge and previous experience and dealings with any of the Respondent Members; and
    - (ii) information concerning any Respondent Member which is in the public domain or which is obtained by the PTA through investigations, including the past or current performance of any Respondent Member on previous matters with the PTA;
  - d) consider and accept any submission that does not comply with the requirements of this RFT Prequalification;
  - e) remove or add a Shortlisted Respondent or change the Preferred Tenderer;
  - f) allow a Respondent to add or remove a Respondent Member with or without notifying the other Respondents; and
  - g) publish the names of the Respondents and Respondent Members, Shortlisted Respondents and the Preferred Tenderer; and
  - h) waive any requirement or obligations under this RFT Prequalification

### 3.24 Notification to Tenderers

3.24.1 Only once the Contract has been entered into with the Successful Tenderer will all unsuccessful Respondents (for all stages of the procurement process for the Project) be advised of the Successful Tenderer's details and the final Contract price. Only at that time will an opportunity for a debriefing be offered to the unsuccessful Respondents by PTA to discuss their submissions.

3.24.2 In the interests of the maintenance of probity, no Respondent may contact or communicate with the PTA during any stage of the evaluation and selection process, unless the communication is requested in writing by the PTA from the Respondent.

### 3.25 Probity Advisor

3.25.1 The PTA has appointed Kevin Donnelly of Stantons International as the Probity Advisor for the Project (**Probity Advisor**).

3.25.2 The Probity Advisor's role includes ensuring that the procedures adopted in the Procurement Process are fair and equitable and adhered to throughout the Procurement Process.

3.25.3 Respondents may contact the Probity Advisor in circumstances where they have concerns as to probity or the conduct of the Procurement Process. Any contact or communication with the Probity Advisor may be disclosed to the PTA and the PTA reserves its rights to deal with the information in accordance with the Terms and Conditions. The Probity Advisor's contact details are as follows:

**Probity Advisor:** Kevin Donnelly  
**Organisation:** Stantons International  
**Email address:** [KDonnelly@stantons.com.au](mailto:KDonnelly@stantons.com.au)

### 3.26 Probity

#### 3.26.1 Inducement

- a) The Respondent must not offer any incentive to, or otherwise attempt to, influence any of the persons who are either directly or indirectly involved in the Procurement Process, or in the awarding of any subsequent contract.
- b) Without limiting section 3.26.1(a), the Respondent must not directly or indirectly:

- i. without the prior written consent of the PTA, approach or communicate with any PTA Associate having any connection or involvement with the Procurement Process and the Project, with respect to:
  - A. an offer of employment; or
  - B. availability of employment with the Respondent or any related entity; or
- ii. offer a bribe, gift or inducement to any officer or employee of the PTA in connection with the Procurement Process or the Project.

### 3.26.2 Probity checks

Without in any way limiting the PTA's rights under section 3.23, the Respondent consents to the PTA undertaking probity checks in respect of each Respondent Member comprising it which may include:

- a) investigations into commercial structure, business and credit history;
- b) prior contract compliance in respect of other projects and transactions;
- c) police checks or any checks for any criminal records or pending charges with respect to key personnel nominated by a Respondent or Respondent Member; and
- d) research into any relevant activity that is, or might reasonably be expected to be, the subject of regulatory investigation.

### 3.26.3 Conflict of interest

The Respondent and each Respondent Member must:

- a) disclose in the Stage 1 Submission submitted by the Respondent (as the case may be) any circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Respondent's or Respondent Member's obligations under this Invitation or the RFP (including in respect to the Project Agreement);
- b) provide details of its proposed strategy for managing any actual or potential conflict of interest disclosed in its Stage 1 Submissions pursuant to section 3.25.3 above;
- c) not place itself in a position which may, or will give rise to a conflict of interest, or a potential conflict of interest during the Procurement Process; and
- d) otherwise notify the PTA promptly in writing upon becoming aware of any actual or perceived circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations under this Stage 1 RFT Prequalification.

To the extent that the PTA directs a Respondent or Respondent Member to take particular action in respect to a conflict of interest, the Respondent or Respondent Member must comply with such a direction. If a Respondent or Respondent Member is unable or unwilling to comply with any such direction, the PTA may exclude the Respondent from further participation in the Procurement Process.

## 3.27 Collusion and Related Party Participants

### 3.27.1 Collusion

- a) The Respondent and each Respondent Member must not engage in any collusive tendering, anti-competitive conduct or similar conduct, or any other unlawful, unethical, inappropriate or improper conduct, with any competing Respondent (or member of a competing Respondent) or other person in relation to the Procurement Process.
- b) If the Respondent or a Respondent Member is a Related Body Corporate of other potential Respondents, it must provide sufficient Information relating to the proposed probity arrangements internal to the Respondent or Respondent Member and as between the Respondent and Respondent Member and its Related Bodies Corporate to satisfy the PTA that any probity or competitiveness risks are eliminated.
- c) The PTA reserves its right to disqualify the Respondent from the Procurement Process for breach of this section 3.27.1 and may, in its absolute discretion, reject any submission or Proposal if it forms the opinion that the Respondent or a Respondent Member colluded or co-operated with any competing Respondent (or member of a competing Respondent) in the preparation of its submissions.

### 3.27.2 Seek to obtain Information

The Respondent must recognise the confidential nature of the submissions submitted by other Respondents and must not seek to obtain any information from the PTA or any of the PTA's

Associates in respect of a competing Respondent's submissions, nor apply under the FOI Act for documents relating to those submissions.

### 3.27.3 Related Party Participants

- a) The Respondent must identify in submissions and otherwise immediately upon becoming aware that a Respondent Member is also:
  - i. a member of a competing Respondent;
  - ii. an Associate of a member of a competing Respondent; or
  - iii. a Related Party to a member of a competing Respondent,
- b) If the PTA becomes aware of any Related Party Participants, the PTA may require such Related Party Participants to:
  - i. execute process and confidentiality acknowledgments;
  - ii. implement internal governance arrangements and procedures as reasonably required by the PTA to address the probity and competitiveness concerns of the PTA;
  - iii. provide verification that all the above required procedures are being complied with, as a condition to the Respondent continuing to participate in the Procurement Process.
- c) The PTA reserves its right to disqualify the Respondent from the RFT Prequalification for breach of any process, confidentiality or other obligations at any time during the RFT Prequalification or otherwise in circumstances where a Related Party Participant issue cannot be resolved to the satisfaction of the PTA.

## 4 INFORMATION FOR THE RESPONDENT

### 4.1 RFT Prequalification Assessment

#### 4.1.1 Evaluation of RFT Prequalification

The PTA is seeking to identify Respondents with the vision, capacity and ability to deliver the Project Requirements and which, accordingly, are suitable to proceed to the Stage 2 RFT. In evaluating Stage 1 Submissions, the PTA will:

- a) assess submissions in accordance with the evaluation criteria set out in Table 4 below; and
- b) take into account the performance of the Respondent at any meetings, interviews or workshops and take into account the extent to which the submission is clear and comprehensive, contains all information required by this RFT Prequalification and responds consistently to each of the evaluation criteria.

**Table 4:** RFT Prequalification Evaluation Criteria

<b>Evaluation Criteria</b>	<b>Weighting</b>	<b>Returnable Schedules – Book 2</b>
Company Capability	20%	1
Project Delivery	40%	2
Technical Solution	20%	3
Maintenance Support	20%	4
<b>Total</b>	<b>100%</b>	

#### 4.1.2 Financial Standing

No Respondent will proceed to Stage 2 of the procurement process unless Public Transport Authority has satisfied itself of the Respondent's financial standing to fulfil the requirements of the Project. In this regard, Public Transport Authority requires Respondents to provide the financial information detailed in Returnable Schedule 5 for evaluation.

### 4.2 Book 2 - Returnable Schedules

#### Respondents please note:

- a) Responses to the Returnable Schedules in the RFT Prequalification Book 2 have page number limits as well as size and font restrictions;
- b) Respondents are permitted to provide additional information by attaching appendices to the Returnable Schedules, however the PTA will be under no obligation to review these appendices as part of the RFT Prequalification assessment;

### 4.3 Stage 2 RFT - Western Australian Industry Participation Strategy

Respondents are advised that the Stage 2 RFT will include evaluation criteria to comply with the Western Australian Industry Participation Strategy.