

Catalina

Settlement Agent Services

Tender Document

TENDER NO: 07/2019



Tender close:

3:00pm (WST), Wednesday 16 October 2019

Tender to be lodged in the Tender Box located at:

Tamala Park Regional Council
Unit 2, 369 Scarborough Beach Road, Innaloo
Ph: 9205 7500



Tenders received after the time specified for closing will not be accepted

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Background

The Tamala Park Regional Council (TPRC) is developing the Catalina Estate in the suburbs of Clarkson and Mindarie. The TPRC is comprised of the Town of Cambridge, City of Joondalup, City of Perth, City of Stirling, Town of Victoria Park, City of Vincent and City of Wanneroo. These member Councils have a joint holding in the project. Satterley Property Group acts as project manager and exclusive selling agent on behalf of the TPRC.

The vision of TPRC and in turn Catalina is to create a sustainable urban community offering diverse housing choice, social connectivity and employment opportunities.

Catalina is positioned in the Perth northern corridor, leveraging on its unique urban infill position, located close to existing community facilities in retail/shopping, health, education and transport. At completion Catalina will comprise of around 2,300 lots, with approximately 900 homes completed to date. It is anticipated that the site will be developed at a rate of 40 to 100 lots per annum, dependent on market conditions.

A copy of the Estate Plan is included in Annexure C and depicts the key features of the development including residential densities, public open space and a future school site. Further details of the Project and its features can be found on the Project website <https://satterley.com.au/catalina/about>.

Scope of Service

This Scope of Service requires the provision of suitably qualified and experienced Settlement Agent services. The consultant is required to carry out all services typically expected of this discipline. Without limiting the generality of the foregoing, the following tasks are to be carried out:

- On receipt of settlement instructions and copy of contract from the selling agent obtain Appointment to Act, Disclosure Forms, Disbursement authorities and identification of the property from the seller.
- Liaise and monitor conditions of contract in conjunction with the selling agent and buyer settlement agent.
- Monitor the issue of Certificates of Title in conjunction with TPRC solicitors and the selling agent.
- Obtain copies of Title Searches either via Landgate or from TPRC solicitors.
- Prepare settlement statement for payment of fees and apportionment of rate and taxes.
- Forward settlement statement to buyer settlement agent requesting funds required to effect settlement.
- Arrange for execution of the Transfer of Land by the seller.
- Co-ordinate with the lender to discharge any mortgages or encumbrances on title at settlement.
- Lodge any seller caveats at settlement.
- Seek client's instructions for further advices required.
- Attend settlement to exchange documents and funds to facilitate the legal transfer of the property.
- Pay real estate commission and project management fee due at individual lot settlements
- Utilise e-Conveyancing system PEXA and pay all associated fees.
- Deposit sales proceeds as directed by the client.
- Prepare final settlement statement for the client when settlement has been effected.

- Send letters to client and real estate agent confirming that settlement has been affected.
- Regular reporting on the status of settlements including the maintenance of a schedule identifying the details and settlement status of all lots.
- Undertake any further tasks required in accordance with the Settlements Act to affect a settlement within the scope of works.
- Act according to the *Settlement Agents Act* and Code of Conduct.

Settlement Agents must be in a position to provide services to facilitate the anticipated rate of settlements in compliance with the *Settlement Agents Act 1982*.

Supporting Documents

The following information is appended to this Tender to assist in design development:

- Tender Form (Annexure A)
- General Conditions (Annexure B)
- Estate Plan (Annexure C)

Submission Requirements

Completed Tender Form

Tenderers shall provide a completed copy of the Tender Form provided under Annexure A.

Written Submission

Tenderers shall provide a written submission, that individually addresses the Selection Criteria of this Tender Document.

The submission shall include the following:

- Two unbound copies of your submission;
- Two electronic copies of your submission on separate USBs or CDs;
- Details of all information required to demonstrate the capability with the company against the selection criteria for each particular discipline;
- Completed Tender Form as provided under Annexure A;
- Details of insurance coverage including professional indemnity (minimum \$5M) and public and products liability (minimum \$10M);
- Details of any material event, litigation, insolvency, breaches of law, offence or other matters involving the consultant or its Directors over the past 5 years;
- Tenders must be placed in a sealed envelope and lodged in the Tender box at Tamala Park Regional Council, Unit 2, 369 Scarborough Beach Road, Innaloo WA 6018 not later than the time and date on the cover page of the Tender Document. **Tenders received after the time specified for closing will not be accepted.**

Assessment Process

At the close of Tender, all Tenders received in the Tender Box at the TPRC office (Unit 2, 369 Scarborough Beach Road, Innaloo WA) will be collected, recorded and assessed by the TPRC office.

Tenders will be assessed against the requirements of the selection criteria contained in this Tender Document.

Management and Reporting Structure

The successful Settlement Agent will be appointed directly by the TPRC but will report to Satterley Property Group as project managers on behalf of the TPRC.

The TPRC operates under the *Local Government Act*. Further information on the TPRC, its structure and policies can be found on the TPRC website www.tamalapark.wa.gov.au.

Selection Criteria

Tender submissions must address each of the selection criteria individually. The following selection criteria will apply:

1. Track Record of the Firm 25%

Tenderers are required to demonstrate a proven track record in providing settlement agent services to comparable land development projects, including an understanding of the key issues and challenges faced in the provision of settlement services to projects such as Catalina.

Tenderers are required to provide company profile / background including:

- Examples of services it has provided to similar projects within the past 4 years;
- Quality Systems implemented;
- Professional Memberships; and
- References (written testimonials may be included as an Annexure to the tender submission).

The written component addressing this item should not exceed two (2) A4 pages (excluding attachments).

2. Capability 25%

Tenderers are required to demonstrate the capability of the company and personnel allocated to the Catalina project to undertake the scope of works. Details of the company's structure and resources (including an organisational chart) should be provided, together with the qualifications and experience of personnel to be assigned to the project.

Tenderers must demonstrate capacity to deliver the required scope of service.

The written component addressing this item should not exceed two (2) A4 pages (excluding attachments).

3. Fees 50%

Fee proposals must be structured in accordance with the following:

- Price per lot for the provision of settlement services.
- Price per lot to be inclusive of all costs to complete and effect the settlement of each lot including disbursements.
- Price per lot will be a fixed price regardless of any variation to anticipated sale prices or the estimated settlement rate of 25 to 50 lots per year.
- Statutory Fees & Charges will be reimbursed by the TPRC at cost without any additional service fee.

Enquiries

Additional information with respect to the consultancy and the requirements of the brief can be gained by contacting:

Simon O’Sullivan

Manager Project Coordination

Tamala Park Regional Council

via email only: simon.osullivan@tamalapark.wa.gov.au

Terms of Engagement

The successful consultant will be required to enter into a formal contract of engagement (AS4122-2010) with the TPRC upon appointment. The initial term of appointment will be for a period of 2 (two) years with the potential for a 1 (one) year extension at the absolute discretion of the TPRC.

The company’s performance will be formally reviewed every twelve months to ensure that the Scope of Service is being met and the company is meeting acceptable performance standards.

The TPRC reserves the right, at its absolute discretion, to terminate the consultancy at any time should the company not be able to meet acceptable performance standards.

General Conditions of Tendering

This Tender is subject to the General Conditions of Tendering detailed in Annexure B.

Annexure A –Tender Form

Tender Number: 07/2019

Date:

Tenderers must ensure that they fully and completely disclose all relevant information in completing this form. Terms used in this form have the same meaning as given in the Tender Document, unless the context otherwise requires:

1. IDENTITY OF THE PROPONENT ENTITY

Name of Organisation(s) ACN /ABN

Business Address

Postal Address

2. CONTACT DETAILS

Name of Contact Person

Position

Telephone

Email

3. ADDENDA ACKNOWLEDGEMENT

Proponents to confirm in writing that they have read and understood Tender No. 07/2019, and accounted for any addenda to the Tender Document.

4. AGREEMENT TO TERMS AND CONDITIONS

By completing and signing this Tender Form the proponent agrees to be bound by the terms and conditions set out in the Tender Document, and acknowledges the Selection Criteria, and Annexures A – C, contained within the Tender Document.

Complete and submit this form with the Tender

Signed by Director of entity Tendering:

Name: Date:

Annexure B - General Conditions

1. Definitions and Interpretations

The interpretations contained in the General Conditions of Contract are applicable to the Tender Document.

In addition, the following definitions of terms used in this document will apply unless the context otherwise dictates so.

“General Conditions of Contract”	means Australian Standard – general conditions of contract for engagement of consultants (AS4122-2010).
“TPRC”	means the Tamala Park Regional Council.
“Sub-Contractor”	means a sub-contractor contracted to the Tenderer to provide goods or services to contribute to the Project.
“Tender”	means a valid written offer submitted by a Tenderer following the invitation of the TPRC.
“Tenderer”	means any party submitting a Tender.
“Tender Document”	includes those documents referred to in Clause 2.1.

2. Tender Document

This Tender Document shall comprise:

- (a) TPRC Tender Document 07/2019;
- (b) Annexures A-C;
- (c) These General Conditions of Tendering.

The above listed items shall not be altered in any way including the Council’s format or wording. Tender submissions with alterations may not be considered for evaluation.

3. Documents to be submitted with Tender

Tenderers should be aware that Tender Submissions may be publicly available.

In accordance with these General Conditions of Tendering the following document shall be completed, signed and submitted with the Tender:

Tender Form (Annexure A)

4. Clarification of the Tender Document

Tender enquiries should be referred to the following staff:

Simon O’Sullivan, Manager Project Coordination, Tamala Park Regional Council
via email only: simon.osullivan@tamalapark.wa.gov.au

5. Tender Assessment

Tenders will be assessed on their compliance with the Tender Documents and Tender submission addressing the assessment criteria including price submitted.

6. Lodgement of Tender

The Tender must be placed in a sealed envelope, clearly endorsed with the Tender number and title as shown on the front cover of the Tender Document and addressed to:

The Chief Executive Officer
Tamala Park Regional Council

The Tender shall be lodged in the Tender Box located at:

Tamala Park Regional Council
Unit 2, 369 Scarborough Beach Road
INNALOO WA 6018

A Tender may be rejected without consideration of its merits in the event that:

- (a) The Tenderer does not submit a Tender Form which has been completed and signed together with all required schedules and supporting documentation; or
- (b) The Tenderer fails to comply with any other requirement of the Tender Document.

Tenderers are requested to submit their Tender in duplicate – one (1) original and one (1) full copy inclusive of all brochures and associated documentation. Both copies shall be unbound and clipped (not stapled). Tenderers must submit two (2) electronic copies of the complete Tender submission.

The Tender may be submitted by prepaid post in time for the Tender to be placed in the Tender Box by the date and time for closing. Tenders close 3pm WST on the date nominated on the front cover of the Tender Document.

No responsibility whatsoever will be accepted by the TPRC for Tenders submitted by post. Production of a receipt for a document having been sent by courier or by post shall not of itself constitute a ground for accepting a Tender.

Facsimile, electronic mail (email) and oral Tenders shall not be admitted for consideration.

A Tender not in the Tender Box at the time and date of Tender opening will be considered a late Tender.

A late Tender shall not be considered for evaluation.

The TPRC accepts no responsibility whatsoever for submitted Tenders failing to be in the Tender Box at the time and date of closing.

7. Acceptance of Tenders

The TPRC has the right to accept or reject any Tender and to not accept any Tenders at all.

Tenders will be judged by the TPRC as best suited to the interests of the TPRC.

No Tender shall be deemed to have been accepted until the Tenderer has been notified of such acceptance in writing by or on behalf of the TPRC.

8. Disclosure of Contract Information

- (a) Tenderers should be aware that Tenders may be publicly available.
- (b) Documents and other information relevant to the outcome of this Tender process may be disclosed when required by law under the Freedom of Information Act (WA) 1992 or under a court order;
- (c) The TPRC shall not provide content or comment for use by suppliers to promote their work, products or services by using association with the Council's projects or image;
- (d) Section 17, Part 4 of the Local Government (Functions and General) Regulations 1996 (the "Regulations") requires that the Council maintain a Tender Register which must include, amongst other detail, the name of each Tenderer whose Tender has been opened and the amount of consideration or a summary of the consideration amount.

By submitting a Tender, the Tenderer acknowledges and agrees to the "Regulations" requirements as outlined above.

9. Alternative Tenders

All alternative Tenders shall be accompanied by a conforming Tender.

Tenders submitted as alternative Tenders or made subject to conditions other than the General Conditions of Contract shall be clearly marked by the Tenderer as an "Alternative Tender". The TPRC may decline to accept any alternative Tender.

10. Expiry or Withdrawal of Tenders

A Tender shall constitute an offer and shall remain open for acceptance for ninety (90) days from the date of closing of Tenders. The TPRC and Tenderers may agree to extend this period by agreement in writing.

Tenders shall not be withdrawn after the date and time for the closing of Tenders without the consent of the TPRC.

11. Tenderers to Inform Themselves

By submitting a Tender, a Tenderer shall be deemed to have:

- (a) Examined carefully and to have acquired actual knowledge of the contents of this Tender Document;
- (b) Examined all information relevant to the risks, contingencies and other circumstances having an effect on its proposal and which is obtainable by the making of reasonable enquiries;
- (c) Satisfied itself as to the correctness and sufficiency of its proposal and the arrangements stipulated by it;
- (d) Made itself aware of the site location, conditions, traffic, and other conditions;
- (e) Made itself aware of any statutory or legal requirements necessary to implement the proposal; and
- (f) Satisfied itself that it, its suppliers and its contractors are fully aware of any applicable provisions of the Occupational Safety and Health Act 1984 and Occupational Safety and Health Regulations 1996, and be able to comply with these.

12. Alterations

The Tenderer shall not alter or add to the Tender Form or other required documents unless required by these General Conditions of Tendering.

It is the responsibility of Tenderers to refer to the TPRC website (www.tamalapark.wa.gov.au) in order to access any addenda, which the TPRC may make to the Tender Document, where matters of significance make it necessary.

Tenderers must sign the Tender Form provided under Annexure A, acknowledging that addenda have been noted and accounted for.

13. Canvassing of Councillors and Council Staff

If a Tenderer, whether personally or by any agent, canvasses any of the TPRC's Councillors or staff with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the TPRC may at its discretion omit the Tender from consideration.

14. Tender Opening

All Tenders will be opened in the TPRC's offices, following the advertised closing time. No discussions, including disclosure of submitted Tender pricing, will be entered into between Tenderers and the TPRC's officers present or otherwise concerning the Tenders submitted.

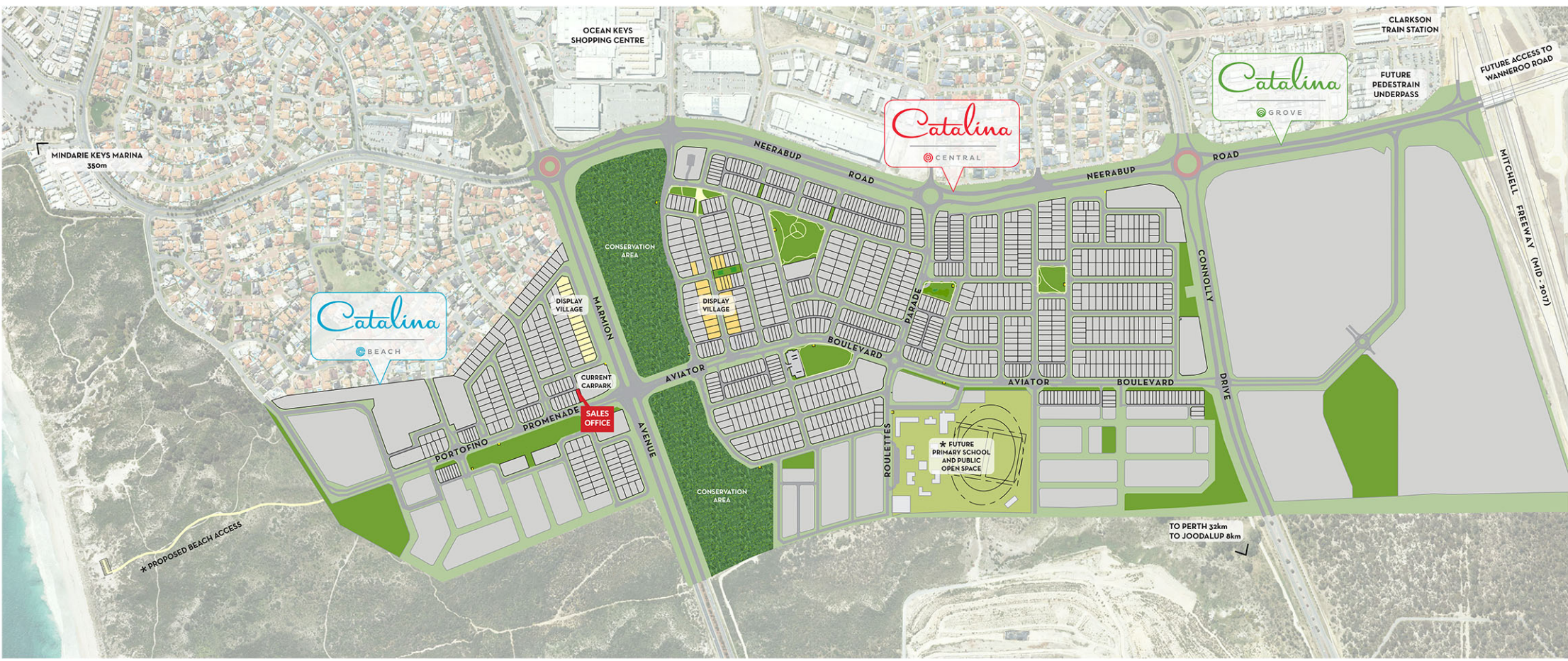
15. Clarification of Tenders

A Tenderer may be requested to clarify a Tender in any respect before final consideration provided that no variation to the Tender sum is offered.

16. Copyright

Copyright in all documents provided by the TPRC for the purposes of Tendering remains with the TPRC except those documents comprising Australian Standards. No Tenderer shall use all or any part of any such copyright property except for the purpose of this Tender. Property of the logos of the TPRC lies with the TPRC.

Annexure C – Estate Plan



All Dimensions and Areas are subject to survey. The particulars of this plan are supplied for identification purposes only and shall not be taken as a representation in any aspect on the part of the vendor or its agents.
*Subject to approval. The Masterplan is subject to change. REF:- 96641sa-348f DATE: 17/01/2019 ©COPYRIGHT, Satterley Property Group Pty Ltd 18 Bowman Street, South Perth WA 6151 ABN 38 009 054 979.