



REQUEST FOR TENDER

Request for Tender	Construction of One 4x2 executive home either transportable or built on site
Deadline	6 November 2020, 4.00pm
Address for Delivery	<p><u>BY HAND TO:</u> 77 Wogolin Road WICKEPIN WA 6370</p> <p><u>BY MAIL TO:</u> PO BOX 19 WICKEPIN WA 6370</p>
RFT Number	RFT 3 2020/2021

TABLE OF CONTENTS

1	<u>PRINCIPAL'S REQUEST</u>	4
1.1	CONTRACT REQUIREMENTS IN BRIEF	4
1.2	TENDER DOCUMENTS	4
1.3	DEFINITIONS	4
1.4	HOW TO PREPARE YOUR TENDER	5
1.5	CONTACT PERSON	5
1.6	TENDER BRIEFING/SITE INSPECTION	5
1.7	EVALUATION PROCESS	5
1.8	SELECTION CRITERIA	6
1.9	PRICE BASIS	7
1.10	PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION	7
2	<u>CONDITIONS OF TENDERING</u>	8
2.1	LODGEMENT OF TENDERS AND DELIVERY METHOD	8
2.2	REJECTION OF TENDERS	8
2.3	LATE TENDERS	8
2.4	ACCEPTANCE OF TENDERS	9
2.5	DISCLOSURE OF CONTRACT INFORMATION	9
2.6	BUILDERS REGISTRATION ACT	9
2.7	GENERAL CONDITIONS OF CONTRACT	9
2.8	TENDER VALIDITY PERIOD	9
2.9	PRECEDENCE OF DOCUMENTS	9
2.10	PAYMENT OF INDUSTRY TRAINING FUND LEVY	9
2.11	REGISTRATION OR LICENSING OF CONTRACTORS	9
2.12	ALTERNATIVE TENDERS	9
2.13	MONETARY VALUES	10
2.14	TENDERERS TO INFORM THEMSELVES	10
2.15	ALTERATIONS	10
2.16	OWNERSHIP OF TENDERS	10
2.17	RISK ASSESSMENT	10
2.18	CANVASSING OF OFFICIALS	11
2.19	IDENTITY OF THE TENDERER	11
2.20	COSTS OF TENDERING	11
2.21	TENDER OPENING	11
3	<u>SPECIFICATION</u>	12
3.1	INTRODUCTION	12
3.2	BACKGROUND INFORMATION	12
3.3	SCOPE OF WORK	12
3.4	IMPLEMENTATION TIMETABLE	29
4	<u>GENERAL CONDITIONS OF CONTRACT</u>	30
5	<u>SPECIAL CONDITIONS OF CONTRACT</u>	37
5.1	ADVERTISEMENTS AND PROMOTIONS ON SITE	37
5.2	DESCRIPTION OF THE WORKS	37

5.3	WORK NOT INCLUDED	37
5.4	PUBLICITY	37
5.5	DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION	37
5.6	ENVIRONMENTAL PROTECTION	37
5.7	CONTRACTOR'S REPRESENTATIVE	38
5.8	EXISTING IMPROVEMENTS	39
5.9	TEMPORARY SAFETY FENCE	39
5.10	MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT	39
5.11	MATERIALS AND WORK	39
5.12	MATERIALS TO BE SUPPLIED BY THE PRINCIPAL	41
5.13	SERVICES INSTALLATION	41
5.14	WORKING HOURS	41
5.15	SCHEDULE OF WARRANTIES	41
5.16	BRANDS OF MATERIAL SCHEDULES	41
5.17	GOODS AND SERVICES TAX (GST)	41
<u>6</u>	<u>TENDERER'S OFFER</u>	<u>43</u>
6.1	FORM OF TENDER	43
6.2	TENDERER'S RESPONSE	44
6.3	SELECTION CRITERIA	46
6.4	PRICE INFORMATION	47
<u>7</u>	<u>CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE</u>	<u>51</u>
<u>8</u>	<u>TENDERER'S SAFETY RECORD</u>	<u>56</u>
<u>9</u>	<u>PROJECT REFERENCE SHEET</u>	<u>57</u>
<u>10</u>	<u>TENDERER'S RESOURCES SCHEDULE</u>	<u>58</u>
10.1	TENDERER'S CURRENT COMMITMENT SCHEDULE	58
10.2	TENDERER'S HUMAN RESOURCES SCHEDULE	58

1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Wickepin invites tenders for the construction of one executive style residence in Wickepin. Transportable residences will be considered.

The project is inclusive of site works. Prospective tenderers are to contact the Shire of Wickepin Administration Centre to clarify the brief ensuring an understanding of the project and the options required to be presented for Council consideration.

A full statement of the services required under the proposed contract appears in the Specification (Part 3).

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following documents:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Conditions of Tendering (read and keep this part);
- (c) Part 3 – Specification and/or plans/drawings (read and keep this part);
- (d) Part 4 – General Conditions of Contract (read and keep this part);
- (e) Part 5 – Special Conditions of Contract (read and keep this part);
- (f) Part 6 – Tenderer's Offer (complete and return this part);
- (g) Part 7 – Contractor's Occupational Safety and Health Management System Questionnaire (complete and return this part);
- (h) Part 8 – Tenderer's Safety Record (complete and return this part);
- (i) Part 9 – Project Reference Sheet (complete and return this part);
- (j) Part 10 – Tenderer's Resources Schedule (complete and return this part).

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The Deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 4;
Offer:	Your Offer to be selected to supply the Requirements;
Principal:	Shire of Wickepin
Request or RFT or Request for Tender:	This document;

- Requirements:** The work requested by the Principal;
- Selection Criteria:** The criteria used by the Principal in evaluating your Tender;
- Special Conditions:** The additional contractual terms;
- Site:** Lot 50 Smith Street Wickepin WA 6370
- Specification:** The statement of Requirements that the Principal requests you to provide if selected;
- Superintendent:** Mark J Hook CEO Shire of Wickepin
- Tender:** Completed Offer, response to Selection Criteria and Attachments;
- Tender Period:** The time between advertising the Request and the Deadline;
- Tenderer:** Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete, sign and return the Offer (Part 6) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSON

Tenderers should not rely on any information provided by any person other than the person listed below:

RFT Enquiries

Name: **Mark J Hook CEO**
Telephone: **08 9888 1005**
Email: ceo@wickepin.wa.gov.au (or)
admin@wickepin.wa.gov.au

1.6 TENDER BRIEFING/SITE INSPECTION

Respondents are required to attend a site inspection at any time prior to the closing of Tenders.

The site inspection will provide Respondents with the opportunity to clarify any uncertainties with the contact person prior to the closing of the Response.

Please confirm with the contact person Mark Hook, 9888 1005 to arrange a suitable appointment time.

Failure to conduct a site inspection will render the Respondent ineligible to respond.

1.7 EVALUATION PROCESS

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Form of Tender and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria.
- (c) The most suitable Tenderers may be shortlisted and may also be required to clarify the offer, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous Tender to the Principal.

1.8 SELECTION CRITERIA

The Contract may be awarded to a Tenderer who best demonstrates the ability to carry out the building and construction services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tenderer demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.8.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 6 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.8.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria. It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the Tender evaluation process. The qualitative criteria for this request amount to a total of 40% of the overall assessment:

Description of Criteria	Weighting
Demonstrated quality of previous similar work	20%
Availability of resourcing to undertake project	20%

1.8.3 PRICE CONSIDERATIONS

The weighted price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

Criteria	Weighting
Tendered price	60%

1.9 PRICE BASIS

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.9.1 CUSTOMS DUTY

The Tenderer shall allow in its Tender for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works.

1.9.2 SITE ALLOWANCES

This Contract is not subject to adjustment for Site allowances.

1.10 PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

The following policies may affect this selection:

1.7 OCCUPATIONAL HEALTH AND SAFETY

OBJECTIVE:

- Establish and maintain work practices which are safe and minimise risk to health.
- Make all levels of management and supervisory staff responsible and accountable for minimising the potential for occupational injury to and illness of staff within their area.
- Provide training, placing and supervising all staff to enable the safe performance of duties.
- Develop and implement preventative strategies which include workplace and job design, the identification of hazards in the workplace and taking of appropriate remedial action to control the hazards.

The policy of the Shire of Wickepin is to ensure that every employee works in an environment where direct efforts are made to prevent accidents, injury and disruption to employees' health from foreseeable work hazards.

The Shire will promote and maintain the highest degree of health, safety and well-being of all employees by aiming to:

- prevent accidents and ill-health caused by working conditions;
- protect employees from any health hazard which may arise out of their work or the conditions in which it is carried out; and
- place and maintain employees in an occupational environment designed to ensure their health, safety and well-being at work.
- providing and maintaining a safe working environment.

- Providing adequate training and instruction to enable employees to perform their work safely and effectively.
- Investigating all actual and potentially injurious occurrences in order to eliminate the cause, and reduce the level of risk
- Comply with AS/NZS 4801 Occupational Health and Safety Management Systems audit tool.

Employees have a duty of co-operation in the attainment of these objectives by:

- Working with care for their own safety and that of other employees, contractors and the public who may be affected by their acts or omissions.
- Reporting conditions that appear to be unsafe to their supervisor.
- Co-operating in the fulfilment of the obligations placed on their employer.
- Assisting in the investigation and the reporting of any accidents with the objective of introducing measures to prevent re-occurrence.

2 CONDITIONS OF TENDERING

2.1 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is 28 February 2020 4.00PM.

The Tender is to be:

- (a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) Delivered by hand and placed in the Tender Box at 77 Wogolin Road Wickepin WA 6370 (by the Tenderer or the Tenderer's private agent) or mailed to the Chief Executive Officer PO Box 19 Wickepin WA 6370.

Tenderers must ensure that they have provided two (2) signed copies of their Tender. Any brochures or pamphlets must be attached to both the original and the copies. One copy should remain unbound (clipped only). All pages must be numbered consecutively and the Tender must include an index.

2.2 REJECTION OF TENDERS

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

- (a) It is not submitted before the Deadline; or
- (b) It is not submitted at the place specified in the Request; or
- (c) It may be rejected if it fails to comply with any other requirements of the Request.

2.3 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than that stipulated in this Request;

Will NOT be accepted for evaluation.

2.4 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

2.5 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

2.6 BUILDERS REGISTRATION ACT

The works required under this Contract are such that the Principal will contract only with a Tenderer that is registered under the Act at the time the Deadline of this Request for Tender occurs close. Tenderers conditionally registered under the Act will only be considered where the conditions imposed on their registration do not conflict with the requirements of this contract.

2.7 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Minor Works and Services in Part 4.

2.8 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.9 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

2.10 PAYMENT OF INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and *Levy Collection Act 1990*. The Contractor shall pay all levies required to be paid under this Act.

2.11 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form in the space provided, its registration or license number. The Tender may not be considered if the Tenderer fails to provide such registration or license number.

2.12 ALTERNATIVE TENDERS

All Alternative Tenders must be accompanied by a conforming Tender.

Tenderers may submit alternatives in the following respects:

- suggestions to give the Shire of Wickepin more value for money

Where an alternative is tendered the Tenderer shall include a fully detailed description and shall state clearly the manner in which it differs from that specified and must be clearly marked "ALTERNATIVE TENDER".

The Principal in its absolute discretion may reject any Alternative Tender as invalid.

2.13 MONETARY VALUES

Monetary values that appear in the Tender, such as provisional sums, prime cost amounts, value of Principal supplied items, etc are net values. They do not include the Goods and Services Tax (GST).

2.14 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- Examined the Request and any other information available in writing to Tenderers for the purpose of tendering. The Principal does not represent that any information made available completely shows the existing Site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal;
- Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- Satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- Acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith; and
- Satisfied themselves they have a full set of the Request documents and all relevant Attachments.

2.15 ALTERATIONS

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

2.16 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the contract.

2.17 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- any risk assessment undertaken by any approved credit rating agency; and
- any information produced by the Bank, financial institution, or accountant of a Tenderer

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

2.18 CANVASSING OF OFFICIALS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be), or Officers 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 Principal may at its absolute discretion omit the Tenderer from consideration.

2.19 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 6 and whose execution appears on the Form of Tender in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.20 COSTS OF TENDERING

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

2.21 TENDER OPENING

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on as soon as practicable after the Deadline at the Shire of Wickepin Administration Centre at 77 Wogolin Road Wickepin WA 6370.

3 SPECIFICATION

3.1 INTRODUCTION

This contract primarily involves the Concept Planning, Design and Construction of one 4 bedroom, two bathroom home.

It is requested that plans submitted with tender take into account the following details;

- Front of house will be facing South to Smith street
- Patio areas shall be exposed to mostly to the East facing side of the residence.
- Roof to be colorbond
- Two car garage
- All Fencing
- 10m X7mx3.2m high Colorbond Shed with Power

3.2 BACKGROUND INFORMATION

Prospective tenderers are requested to contact the Shire to discuss the project to ensure clarity on the options Council have requested to be considered and presented for their deliberations.

Council is requesting prospective tenders to consider various options in their preparation of their submission. Prospective tenders are required to contact the office to ensure clarity around the various options that are to be presented.

Site visit is encouraged to ensure that the expectations of the successful tenderer are understood.

3.3 SCOPE OF WORK

SPECIFICATION FOR CONCEPT PLANNING, UNIT DESIGN AND CONSTRUCTION

OF ONE FOUR BEDROOM TWO BATHROOM HOUSING UNIT:

LOT 50 SMITH STREET, WICKEPIN

General

Council seeks the construction of one four bedroom two bathroom housing unit at Lot 50 Smith Street, Wickepin, inclusive of site works.

All housing constructed is required to conform to the current Building Code of Australia, Australian Standards and Local Government requirements.

The internal dimension of each room, verandah, carport to be shown. Elevations for kitchen, bathroom, ensuite and laundry to be shown.

External wall dimensions corner to corner to be shown. Elevation drawings of externals to show all four sides of the house.

The extent of external paving that will be provided with the finished unit on site and the configuration of pathways is to be shown.

Intended orientation to be shown.

Roof Pitch and Design

Vented roof gables are not to be included.

Internal Wall Height - To suit 2400mm minimum ceiling height.

Identity/Personalisation

Particular attention should be paid to providing an attractive street elevation for the dwelling with its own identity.

Flexibility

The planning of the residence should (where possible) allow for the development of private external living areas.

Natural Lighting

Should be maximised (without direct sunlight) to all rooms so as to allow them to be used during the daytime without artificial lights.

Natural Ventilation

The position and size of window openings should permit cross-ventilation. Artificial ventilation is to be avoided.

Solar Design

Passive solar design techniques (particularly the shading of walls and especially windows) should be optimised. The position and depth of external covered areas and wing walls in relationship to windows and expected orientation should be considered.

Planning

Living and sleeping areas should be kept separate.

Bathroom and W.C. should be accessible to the bedrooms without the need to pass through the living areas.

Main Entry: Most of living areas should retain privacy from entry and separate from other living areas.

Maximise the size of Dining/Family Room and allow for direct access to private outdoor living areas.

The Living Room should be reasonably separate from the Dining/Family Area to create two living spaces.

The laundry should have convenient access from both inside and outside the building. The laundry is to be provided with a door to isolate it from the remainder of the house.

Kitchen work areas should be outside main circulation routes.

Site Planning

The positioning of a dwelling on a site should ensure privacy from overlooking of outdoor living areas, entry, habitable room windows and dining areas.

SENSE OF ADDRESS

Visual - Each dwelling should address the street with the principal entry readily identifiable.

SERVICE AND EXTERNAL LIVING AREAS

Siting should create separate service and external living areas. Both areas should have a direct link with their corresponding internal spaces (i.e. living/dining rooms and laundry).

The layout of the private yard shall be such as to maximise the unobstructed areas available to children for playing and should include patio area.

FLOOR LEVEL/CONTOUR

The relationship between a dwelling, neighbouring buildings and ground contour should be carefully considered. In general the floor level of the unit should be kept as low as practicable, while still maintaining a sense of continuity with adjoining dwellings.

ORIENTATION

Sun (of primary importance)

Designs should be developed so they should accommodate lots fronting S/N.

Wind (of secondary importance)

Windows and door openings should, where possible, be orientated to enable cross ventilation of rooms by prevailing breezes.

ACCESS

Access to the rear of the house should be provided for vehicles **where possible**

Pedestrian access by a 900mm wide single gate.

Concrete or brick paving is permissible for paths and driveways. All work is to be completed in a professional manner.

All concrete is to be constructed with a non-slip finish and suitable joints. Paths to be 900mm minimum wide & 75mm minimum thickness. The carport hardstand is to be 100mm minimum thickness.

Allow for concrete paving under LP gas bottles. This is not to be part of the path. A minimum clear width of 900mm is to be maintained around bottles for pedestrian access.

Floor wastes discharging onto paving shall have sumps with grate.

Provide 3.6 square metre (minimum) concrete landing to each external door for the full width of the opening between doorjambs.

Provide a 3.0 metre minimum width crossover to Local Authority standard and approval.

Driveways to be minimum width of 6.0 metres.

Supply the following paths:

Carport to front door.

Carport to rear door and/or patio.

Laundry access to clothesline

Carport to store (if appropriate)

STORMWATER

In order of preference run stormwater to 1) Soakwells, or 2) spoon drains to the base of each rainwater downpipe. Stormwater to be disposed of to minimise erosion damage.

Transportable Homes

Transportable style housing is allowed under the terms of this tender and specifications as appropriate. Any transportable tendered is to have pre-stressed concrete floor.

SITE WORKS

CUT AND FILL/RETAINING WALLS/SITE CLEARING

Clearing and sand pads to be constructed by the successful tenderer at their expense.

Provide retaining walls to boundaries where there is a difference of greater than 250mm between finished ground levels and existing ground levels of adjacent properties.

Where retaining walls are required on a boundary new fencing is to be erected on the high side of the retaining wall. Similarly any existing fencing shall be removed and re-erected on the high side of any new retaining walls.

Filling Material: Clean sand free of clay and debris material will be used to bring the lot to a suitable finished ground level.

SITE PLAN

The site plan shall show the following information:

- House type (Nominated in the outline of the house).
- Existing ground levels, contours and features (including adjoining property levels at existing boundary fences).
- Finished floor level of the house, Carport and Driveway.
- Position of septic system.
- Location of all existing trees/vegetation to be retained.
- Extent of cut and fill and embankments with finished ground levels.
- Extent and height of new retaining walls.
- Extent of new paving including drive and crossover.
- Extent and height of any existing fencing and whether it is intended to remove it.
- Extent of new fencing and gates.
- Location of existing Water Corporation water meter and Western Power consumer pole position.
- Proposed location of clothes hoist.
- North point and scale.
- Location and invert level of sewer and any encasements (if available).
- Fronting road location showing level and surface.

FENCING

1. 1.8m high post and rail colorbond steel sheet fencing. Fencing shall include wing fences between the side boundaries and the house and one single gate and one set of double gates.
2. 0.900m high post and rail colorbond sheet fencing or hardifence with capping for the return fences from front boundary to house.
3. Fences on sloping sites shall be stepped or raked. Post & rail colorbond fencing is to maintain a maximum of 50mm between ground level and bottom rail of the fence. Where there is a sloping site backfilling is to be carried out after fencing is complete to ensure a maximum of 50mm is maintained between bottom channel of the fence and the ground.

Extent of Fencing

As necessary to enclose rear yard. Locate new 1.8m fencing on rear and side lot boundaries and at rear of carport. New fencing to side boundaries shall extend to a point 7.5 metre's from street boundary. Front and side boundary fencing forward of 7.5m part of the lot shall be 0.9m high.

GARDEN PREPARATION, RETICULATION & LANDSCAPING

Include a 450mm X 450mm lockable (MoH D key) reticulation cabinet with single G.P.O. inside. To be fitted to side elevation in an accessible position.

Include 90mm sleeves for reticulation system under paths, paving and driveways.

The grounds of the property will then be landscaped and serviced by automated reticulation by the Shire of Wickepin at their expense.

GENERAL REQUIREMENTS

Air conditioning Requirements

Tender shall detail provision of reverse cycle air conditioning.

Price of air conditioning shall be separately disclosed in tender document.

Heating Requirements

Tenders shall provide for suitable wood heating fire.

Insulation

Provide R1.5 wall insulation (when required) between studs on external frames and to internal walls with R2.5 minimum ceiling insulation winter thermal resistance insulation on top of ceilings - **not to be loose fill**.

Provide grade A reflective foil laminate as sarking under metal roof sheeting and to external face of studwork.

Clothes drying, one rotary clothesline with 55 metres of line space and concrete paving under for single detached houses.

Window Blinds

All windows and external sliding doors with the exception of the Bathroom and W.C. are to be fitted with vertical blinds. Vertical blinds are to be manufactured from Sun Block fabric and should be of a neutral colour to match the internal decor of the unit. The vertical blinds should preferably overhang by 20mm at the bottom and sides of the window where possible otherwise they are to fit flush within recessed windows. Each vertical blind strip shall overlap the adjacent strip by 10mm (the aim of this clause is to minimise light intrusion)

Skirtings

Provide skirtings to all rooms except Wet Areas. To be 67mm x 18mm craftwood moulding for paint finish.

SERVICES

Water

Metered at boundary (min 1.5m away from driveways) with copper run in and distribution.

Electricity

Single Phase – The electrical power board to be located internally, only the electrical meter is to be located on the external wall in a Western Power approved lockable cabinet with a viewing window.

Gas

Allow for bottled gas installation.

Telephone Service

Provide one operational telephone outlet assembly to each dwelling and one Internet connection.

A double GPO is to be located in close proximity to the telephone outlet and the Internet connection.

The telephone connection is to be supplied with an operable telephone that only requires the tenant to establish an account through the exchange.

Television Outlet & Antennae

Provide (one) 75 Ohm TV outlet wall boxes set 200mm above floor to living room and family room. Wall box to be complete with 75-Ohm coaxial cable in conduit to junction box with matching socket connection in eaves lining.

Provide TV antennae suitable for REGIONAL TV (ABC, WIN, GWN, and SBS) reception at the site connected to the house by coaxial cable.

The builder is to provide a certificate to show the reading of TV's incoming signal and the reception strength at the wall outlet.

Water Meter Concrete Box

Provide a water meter concrete box with galvanized lid. The top of the concrete box shall be at ground level.

WINDOWS, DOORS & GLAZINGWindows

Aluminium frame with powder coat colour finish. **Windows are to be horizontal sliding sashes with keyed lock bolts enabling sash to be locked in closed position or with a 100mm opening.**

Window lock keys keyed alike on all opening windows.

Bedroom windows are to have security screens over sliding sash complete with aluminium insect screen mesh fixed to frame.

All other windows are to have insect screens with aluminium screen mesh

Glazing to Bathroom, Ensuite and W.C. to be obscure. Other windows to be clear

Sliding Glass Doors

Sliding glass (safety motive to be displayed) doors shall have a sliding security screen doors externally

Sliding security screen doors to have 7mm aluminium security grille, aluminium insect screen fixed to frame, latch set with pull handles and double cylinder lock.

Door Frames

Externally: Timber or steel frames to suit 870mm wide doors.

Internally: Timber or steel frames to suit 720mm or 820mm wide doors.

Doors Generally

All external doors (Main entry, laundry and store): 870mm minimum width external hinged flush solid core timber door. Three 100mm fixed pin broad butt hinges.

Bathroom, Ensuite and WC: 720mm or 820mm width hinged flush timber door. To have privacy locks with inside turn snib and emergency keyway for quick entry by screwdriver or similar.

Other flush timber doors: 820mm clear opening, hinged preferred to sliding.

Entry Door is not to have a glass panel located adjacent to it.

External doors – water resistant exterior door including store door shall be solid core with three 100mm fixed pin broad butt hinges.

Bathroom, and Laundry doors - water resistant door with cellular core and tempered hardboard facings.

Other flush timber doors - internal door with cellular core and pre painted white hardboard facings.

Security Screen Doors

Provide a security screen door to each external entry door.

Hinged and sliding security screen doors shall have approved 7mm aluminium security grill, latch set with lever handles and triple action bolts.

All doors are to be keyed alike.

Screens to have aluminium insect screen mesh fixed to frame.

Lock sets and Latch sets

Description: Aluminium, stainless steel or chromium plated; satin finish; knob handle

External doors - provide double keyed deadlocks keyed alike.

Bathroom, and W.C. doors - provide privacy locks with inside turn snib and keyway for quick entry by screwdriver or similar.

Other internal doors to have latch sets.

Position handles 1000mm above floor.

Position deadlock 200mm above latch set.

Keying

Timber door locks in each dwelling shall be keyed alike.

Security screen door locks in each dwelling shall be keyed alike.

Window sash locks in each dwelling shall be keyed alike.

Supply 2 (two) keys of each dwelling lock type.

Hinges

Stainless or galvanised steel hinges to external doors, loose pin to external doors opening in, fixed pin to external doors opening out. Internal doors shall have steel hinges.

Three 100 x 75mm broad butt, hinges to fully glazed or solid core doors. W.C. and bathroom doors - two emergency access hinges.

Other Internal doors - two 85 x 60mm light, narrow butt loose pin hinges.

Door Seals

Provide an approved grooved aluminium and rubber door seal to each external hinged door other than store doors.

Door Stops

White plastic air cushion type to skirting where doors open against walls.

FIXTURES AND FINISHES**SCHEDULE OF SANITARY AND GAS FIXTURES****Gas Stove**

Minimum 600mm Wall Oven
5 Burner Cook Top

Solar or Gas Water Heater

Shall be a continuous flow instantaneous hot water unit.
Install water heater in an accessible location as close as practical to fixtures being served, under eaves overhang and protected from strong prevailing winds, but not in trafficable area.

Solar hot water system to be quoted as an option with booster.

SCHEDULE OF WATER OUTLETS, TAPS AND FITTINGS

Cold Water Piping

To be clip fastened to structural members at 900mm minimum centres

Hot Water Piping

Lagged and run in roof space of building. Hot water piping shall not be run outside the external walls.

Tap Bodies, Outlets & Fittings

Brass with all external exposed items chrome plated or epoxy resin coated colours. Spline on spindle to be heavy duty.

Double Bowl Sink and Drainer

Supply and fit combined concealed assembly with two stop cocks (hot and cold) and a 150mm long swivel outlet.

Dishwasher

Supply and fit dishwasher with cold tap under bench in cupboard near dishwasher space for dishwasher. Clear access required through cupboard.

Wash Trough

Supply and fit combined concealed assembly with two stop cocks (hot and cold) and a 150mm long swivel outlet.

Washing Machine Position

Supply and fit two washing machine taps (hot and cold) set 1200mm above floor.

Wash Basin

Supply and fit a combined concealed assembly with two stop cocks (hot and cold) and fixed outlet with aerator.

Bath

Supply and fit a combined concealed assembly with two stop cocks (hot and cold) and a 150mm long fixed outlet. Fit approved safety tap assembly to each cock. Bath to be flushed and set on supports into walls.

Shower Recess

Supply and fit a combined concealed assembly with two stop cocks (hot and cold) and an all directional shower arm (1800mm above floor level) with a 100mm Anti Splash rose. Stop cocks to be offset from the shower rose.

Water Heater

Supply and fit stop cock.

External Taps

Supply and fit two hose cocks to wall of house, one to front yard and one to rear yard, but not in trafficable areas. Hose cocks to have threaded connection to pipe (not welded). Provide hose cocks with back-flow prevention device being hose connection vacuum breaker complying with AS3500.

Floor Wastes

Shower shall be the only floor waste gully. Floor wastes discharging in paving shall have small sumps with grates.

SCHEDULE OF ELECTRICAL FIXTURES – ELECTRICAL PLAN TO BE PROVIDED

Electrical Meter Box

Electrical circuit board to be located internally and the electrical meter to be located externally on one of the external side walls away from the front entrance door. The electrical meter is to be placed in a Western Power approved lockable cabinet with a viewing window.

Supply and install one wiring circuit for lighting and exhaust fans.

Supply and install one separate power circuit to refrigerator and freezer G.P.O.'s.

Supply and install a minimum of two power circuits for G.P.O.'s not specified to have separate circuit.

Terminate cables only at fittings or junction boxes.

Conceal cables and conduits. Cables and conduits in walls shall run vertically not horizontal.

Load Centre

Supply and install load centre and main switch and automatic type circuit breakers in Living/Dining area. Load centre shall have latched or self-closing hinged circuit breaker cover, removable face plate and fixed surround; Load centre shall be a pastel colour.

Circuit Breakers

Supply and fit circuit breakers to power circuits other than refrigerator and freezer circuit shall be combined. RCD and over current circuit breaker.

RCD Test

Test installed Residual Current Devices to ensure:

- RCD is correctly installed and protects required circuit,
- Test button functions correctly,
- The RCD is operating at the designed sensitivity.

Lighting

Each internal incandescent light fitting shall be white plastic, wide base, incandescent lamp holder with 300 mm diameter white "oyster style" plastic batten fixed spherical shade located at centre of ceiling. All light fittings to be supplied with operational 60 watt globes installed

Exhaust fans

Exhaust fans shall be 250mm diameter, operated by separate wall switch, connected to power by plug connection in ceiling and flued through roof with approved skirted cowl.

Smoke Alarms

All smoke alarms must comply with AS 3786-1993 or be listed in the SSL register of accredited products. Alarms shall be either photoelectric or ionisation type.

The primary power supply to alarms shall be a permanently connected 240 volt mains supply. The alarm must have an internal and sealed rechargeable battery unit standby DC supply.

Alarms of all types shall be installed in accordance with manufacturers recommendation. Locate smoke alarms in accordance with the BCA .

Connect all alarms within an individual residence to a lighting circuit. Interconnect all alarms within an individual residence. Alarms shall be tested at building handover.

Living Area

Supply and fit:

- General Purpose Outlets
- Two double GPO's set 200mm above floor.
- One single GPO near bayonet point 200mm above floor.
- One single 15 amp GPO next to air conditioning panel
- Light Fitting: One incandescent located at ceiling centre.
- Television Outlet set 200mm above floor in close proximity to a GPO.
- Ceiling Fan

Dining/Family Area

General Purpose Outlets.

- Three double GPO's set 200mm above floor (1 in dining, 2 in family)
- One single GPO near bayonet point 200mm above floor.
- One single 15 amp GPO next to air conditioning panel
- Light Fitting: One incandescent located at ceiling centre.
- Television Outlet set 200mm above floor in close proximity to a GPO.
- Ceiling Fan

Kitchen

Supply and fit:

- General Purpose Outlets:
 - Two double GPO's set 150mm above benchtop. One to be located in close proximity to the telephone.
 - 1 One double safety shuttered GPO set 1500mm above floor in refrigerator / freezer space.
 - One single GPO in microwave cupboard.
 - One single GPO in cupboard under bench top near dishwasher space for future dishwasher
- Light Fitting: One central ceiling mounted fluorescent light fitting; complete with diffuser, end caps, ballasts, capacitors and 40 watt tube.
- Range Hood over cook top.

Laundry

Supply and fit:

- General Purpose Outlets:
 - One double GPO to suit washing machine and clothes dryer, set 1200mm above floor in washing machine space.
 - One single GPO 1200mm above floor for possible freezer.
- Light Fitting: One incandescent located at ceiling centre.

Bathroom / Ensuite

Supply and fit:

- General Purpose Outlets: One double GPO set 1500mm above floor adjacent to vanity.
- Light Fittings: One incandescent located at ceiling centre.
- Exhaust fan located over shower.

W.C.'s

Supply and fit:

- Light Fitting: One incandescent located to avoid door swing.
- Exhaust fan flume vented through roof.

Main Bedroom

Supply and fit:

- General Purpose Outlets: Three double GPO's set 200mm above floor and located to suit preferred bed position and one on opposite wall.
- Light Fitting: One incandescent located at ceiling centre.
- Ceiling Fan

Other Bedrooms

Supply and fit:

- General Purpose Outlets: Two double GPO set 200mm above floor and located to suit preferred bed position.
 - Light Fitting: One incandescent located at ceiling centre.
- Ceiling Fans

Passages

Supply and fit one incandescent light fitting located in best position to fully light each passage.

External Areas

General Purpose Outlets

- One double weatherproof GPO set at 1350mm above floor level in the carport.
- One double weatherproof GPO set at 1350mm above floor level in the patio.
- One single weatherproof GPO in the reticulation cabinet

Lighting

- Vandal resistant (weatherproof) incandescent light fittings 235mm diameter, ceiling mounted (preferred) or wall mounted adjacent to all external doors, with weatherproof switch in the carport.
- Sensor lighting with isolation switch to front and rear patio external doors.

Store Rooms

Supply and fit one incandescent light fitting.

Gas Hot Water Unit

Supply and install a single waterproof GPO for use with the hot water unit. Where solar hot water system quoted a booster is required.

SCHEDULE OF CUPBOARDS AND MISCELLANEOUS ITEMS – DETAILS TO BE PROVIDED

Kitchen

- Supply and fit Cupboards
- Supply and fit hinged doors and backs to all cupboards.
- Design layout on 600mm module.
- Supply and fit approved laminated plastic sheeting to bench tops.
- Supply and fit melamine plastic finish to all exposed surfaces and edges inside and out (including bottom edges). Doors and matching surfaces shall be HMR Medium Density Fibreboard of Western Australian manufacture.
- Supply and fit full height piano hinge to join doors opening together, else where fit 180° minimum opening angle hinges.
- Supply and fit three (3) hinges to each door over 1200mm high.
- Fit handles or full length aluminium finger moulds.
- Use self closing hinges or catches and hinges.
- Supply and fit two catches to each door over 1200mm high.
- Supply and fit plastic or metal runners to drawers.
- Provide 600mm wide dishwasher space in close proximity to sink. (4 bedroom design only).

Sink Cupboards

Supply and fit for full length and depth of sink.

- Set cupboards on 80 to 100mm high solid timber base with an overall finished height of 900mm.
- Supply and fit one intermediate shelf.
- Supply and fit a secure, one door wide, poisons compartment with child resistant catch to Department of Housing & Works Detail L12.

Bench Cupboards

- Cupboards against wall to be 600mm deep while island bench cupboards top to have an extra 250mm overhang on dining side.
- Supply and fit one intermediate shelf and a nest of four drawers.
- Supply and fit cutlery divisions to top drawer.

China Cupboards

- Set china cupboards 450mm above bench top.
- Overall height to be 600mm.
- Supply and fit one intermediate shelf.
- Securely fix china cupboards to walls with masonry anchor bolts

Microwave Cupboard

Provide secure laminated 650mm long by 450mm wide, 450mm above bench top.

Pantry and Linen Cupboards

- Built-in.
- First shelf 600mm above floor.

Bathroom Vanity Cabinet

- Description: Length 900mm x 500mm width x 600mm height.
- Approved highly moisture resistant wood board to be used throughout.
- One door to be a closed compartment with a child resistant catch.

Bathroom/Ensuite Mirror

- Size: to 1800mm above floor level & 900mm wide.
- Location: On wall over vanity.

Towel Rail

- Description: Minimum 2400mm length of 19mm diameter tube, stainless steel or chrome plated, complete with bracket ends. Provide central support bracket for rail longer than 900mm.
- Location: On wall adjacent to wash basin set 1100mm above floor. Where insufficient space for 2400mm long rail, then provide two rails with bottom rail set 900mm above floor and top rail set 300mm above bottom rail. Top rail to be supported 150mm off wall to clear bottom rail.
-

Shower Screen Door

- Pivot safety glass shower screen door with unobstructed swing path. The frame is to be at 2000mm above floor level to match tiling in the shower.

W.C. Toilet Paper Holder

- Description: Chrome plated or stainless steel with non-detachable roller.
- Location: On wall adjacent pedestal pan and set 800mm above floor.
- Not to be located under a towel rail.

Built-in Wardrobes

- To be Uzit Space Glyder Aluminium Wardrobe System or approved equivalent to conform with

the following:

- H246 Adjustable Wheel System
- 16mm Melanine WESFI Kimberley door panels
- SL Card backed glass mirror doors with shock absorbing G211 gasket in door stiles.
- Uzit G from hanging rail.
- System 32 Interior unit construction. Use 16mm WESFI white pearl HMR Melamine shelving and units. Hettich LS drawer system.

Airconditioning Panel

Construct 730mm X 520mm overall size airconditioning panel with top hinged flap in external wall of family & living room to supply the best effect to the combined family dining & kitchen area.

FINISHES

Wall and Ceiling Finishes

Internal walls (except where tiled) and internal ceilings shall have even smooth surface for painting;

Required Surfaces:

- Kitchen, Bathroom, Shower Room, Laundry and WC and any room which contains these functions:
 - Walls: Approved plaster over brickwork or water resistant plasterboard or "Villa board", flush jointed. Provided coated aluminium sheet flashing to junction of wall framing and ceramic floor tile mortar bed.
 - Ceilings: flush jointed lining.
- Store Rooms:
 - Walls: face brickwork or mould jointed, or flush jointed villaboard.
 - Ceilings: mould jointed or flush jointed lining.
- Provide to other rooms:
 - Walls: flush jointed lining.
 - Ceilings: flush jointed lining.

Ceiling Lining

Flush jointed lining for paint finish complete with 600 x 400mm manhole and 75mm Cornice. Provide ceiling vents as required by the Gas Regulations, and to storerooms.

Ceramic Wall Tiles

Supply and fit ceramic wall tiles as wall finish of the following areas:

- Above Sink and Bench Tops: to 400mm minimum height including return walls.
- Stove Position: For full width of stove position including return walls from floor to top of tiling to adjacent cupboards.
- Above wash trough, wash basin, bath and vanity cabinet: to 200mm minimum height. Bath is to be chased into the wall and wall tiles to cover lip.
- Faces of bath riser and shower hob.
- Shower enclosure walls: to a height of 2000mm above main floor level. Provide approved waterproof coating to walls of shower enclosure prior to tiling.

- Skirting Tiles: One row to walls of Bathroom, WC, Laundry, Shower Room.
- Textured tiles to all window sills.

Wall Tiles to be approved glazed ceramic to EN159/BS6431 (European/British Standards). Wall Tiles Thickness: 5.5mm minimum.

Cut edges of tiles not to be exposed.

Provide a glazed ceramic soap holder to each shower enclosure and bath.

Fill joints between wall tiles with coloured grouting compound.

Seal gap between wall surface and top of cupboards or sanitary fixtures with silicone sealant to make watertight before commencing wall tiling.

Floor Finishes

Exterior Concrete - non slip Monolithic or Granolithic.

Entry Quarry or Ceramic Tiles

Bedrooms , Passages,
Family & Living Area s Carpet Westwool Stonegate 28 or Orkney 28
with underlay or approved by the Shire of Wickepin

Dining &
Kitchen & Cupboard
Recesses Vinyl tiles
Sealed with two coats metal cross linked.
acrylic floor finish. Dry burnish to a high sheen
(alternate floor coverage eg, tiling may be quoted as an option).

Laundry &
Bathroom & W.C. Ceramic floor tiles: approved non slip

Junction of interior floor finishes: Cover junctions of different interior floor finishes with protective capping/diminishing strip fixed to floor.

Roofing

Approved corrugated roofing sheets of Colorbond steel – minimum thickness of steel base to be 0.4mm unless otherwise agreed.

PAINTING

Paints

Paints shall be the product of a manufacturer:

- Currently granted accreditation by the Australian Paint Approval Scheme; or
- With quality management currently certified to AS 3902 by an acceptable organisation.

Paints shall be in accordance with:

- The relevant Australian Paint Approval Scheme specification.

Surfaces to be painted

Paint exposed surfaces, other than excluded surfaces, of the works.
An exposed surface includes interiors of wall recess cupboards.

Excluded Surfaces: Colour finished metal other than primed roof plumbing, roof sheeting, roof tiles, face masonry, concrete, glazed, gloss plastic, vinyl, aluminium, stainless steel, chromium plating, melamine surfaced Particle board.

Preparation and Application

External Timber, External doors including store doors, Bathroom, Ensuite and Shower Doors: Paint top and bottom, sides, edges and all faces after undercutting and before installation.

Apply products as recommended by the product manufacturer.

Prepare surfaces as recommended by paint manufacturer.

Surfaces to be primed or sealed prior to finishing coats

External Doors Colour Scheme

External doors including store doors are to have light reflective colours.

All paint colours to be selected by the Shire of Wickepin.

SCHEDULE OF PAINTING

Apply the following paint to achieve even colour and even specified finish:

LOCATION	NUMBER OF COATS & TYPE OF PAINTS	DRY FILM THICKNESS (range in micrometers)
Interior walls, ceiling and cornice of bathroom, ensuite, laundry and w.c.	One coat of white sealer Two coats of 100% semi gloss acrylic.	25-35 average >30
Interior walls of other rooms.	One coat of white sealer Two coats of 100% low sheen acrylic	25-35 average >30
Interior ceilings and cornice of other rooms.	One coat of sealer Two coats of 100% low sheen acrylic	25-35 average >30
Bare Smooth woodwork	One coat of oil based primer Two coats of full gloss paint	25-35 average >30
Sawn woodwork	One coat of oil based primer Two coats of full gloss paint	30-45 average >35
Zinc coated steel, Bare metal, Zinalume.	One coat of metal primer Two coats of gloss exterior acrylic.	25-35 average >30

Eaves Lining and exterior ceilings.	Two coats of flat exterior acrylic.	25-35 average > 30
Vertical exterior linings	Two coats of gloss exterior acrylic.	25-35 average >30
Plastic piping	Two coats of flat acrylic.	25-35 average >30

Services:

Connection of Telephone, Power, Water, Sewerage and Stormwater Drainage

Building Permit:

Builder to obtain building permit and BCITF payment receipt to be provided.

3.4 COMPLETION DATE, PAYMENT TERMS AND CONDITIONS

Tenders are to specify payment terms and conditions, and approximate construction time in the submission.

PLEASE NOTE

COUNCIL WILL ACCEPT TENDERS WITH PROPOSED FLOOR PLANS AND INDICATIVE ELEVATION DRAWINGS ONLY IN THE FIRST INSTANCE PROVIDED THE TENDERED PRICE INCLUDES THE COST OF PROVIDING ALL OTHER REQUIRED DRAWINGS AND PLANS AS PER THE TENDER SPECIFICATIONS AND THESE CAN BE PROVIDED READILY ONCE COUNCIL ENTERS INTO NEGOTIATIONS WITH THE PREFERRED TENDER OR TENDERS.

4 GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

FOR THE PROVISION OF MINOR WORKS AND SERVICES

This sample Condition of Contract is provided as a sample only and is intended for discussion purposes only. Each clause should be reviewed in accordance with the Contract you are seeking to establish where appropriate seek your own legal advice relevant to the Contract intend to establish.

TABLE OF CONTENTS

1	INTERPRETATION
2	RISE AND FALL ADJUSTMENT
3	SERVICE OF DOCUMENTS
4	MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT
5	ASSIGNMENT AND SUBCONTRACTING
6	STATUTE REQUIREMENTS
7	INSURANCE
8	TIME FOR COMMENCEMENT AND COMPLETION
9	MATERIALS
10	CONTRACTOR'S REPRESENTATIVE
11	CLEANING UP
12	DEFECTS LIABILITY
13	VARIATIONS
14	PROGRESS PAYMENTS
15	LIQUIDATED DAMAGES
16	CONDITIONS OF EMPLOYMENT
17	PAYMENT OF WORKERS WAGES AND ALLOWANCES
18	DEFAULT OR BANKRUPTCY OF CONTRACTOR
19	SETTLEMENTS OF DISPUTES

1 INTERPRETATION

1.1 For the purpose of this contract:

- (a) “**Contract**” means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.
- (b) “**Contractor**” means the person or persons, corporation or corporations, who contract to supply the Works the subject of the Contract.
- (c) “**Contract Sum**” means:
 - (i) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the provision of the Works and the performance of the obligations of the Contractor under the Contract;
 - (ii) where payment is to be made on a Bill of Quantities or Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Bill of Quantities or Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Bill of Quantities or Schedule of Rates;
 - (iii) where payment is to be made on a Lump Sum and a Bill of Quantities or Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (i) and (ii),
but excluding any additions or deductions, which may be required to be made pursuant to the Contract.
- (d) “**Principal**” means the Shire of Wickepin,
- (e) “**Superintendent**” means the person appointed by the Principal to be the Superintendent and shall include any person notified to the Contractor as the representative of the Superintendent for the purposes of the Contract.
- (f) “**Works**” means the whole of the work to be carried out and completed in accordance with the Contract, including variations provided for by the Contract.

2 RISE AND FALL ADJUSTMENT

The Contract shall not be subject to rise and fall adjustment in costs.

3 SERVICE OF DOCUMENTS

3.1 Any notice to be given to the Contractor under the terms of the Contract, shall be served by:

- (a) sending by post, or
 - (b) leaving the notice at the address given in the tender.
- 3.2 When posted in a prepaid letter, shall be deemed to have been duly received at the time at which the notice would have reached that address in the ordinary course of post.

4 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

- 4.1 The Contractor shall provide all materials, labour, plant, equipment, tools and everything else necessary for the Works.
- 4.2 The Contractor shall take upon itself the whole risk of executing, completing and maintaining the Works in accordance with these Conditions, the drawings and specification (if any) and such orders as the Superintendent may issue.
- 4.3 The Contractor shall be solely liable for loss or damage to the Works from any cause whatsoever (except loss or damage caused by any negligent act or omission of the Principal, the Superintendent or the employees, professional consultants or agents of the Principal) until the Superintendent has certified that the whole of the Works have been satisfactorily completed by the Contractor.

5 ASSIGNMENT AND SUBCONTRACTING

- 5.1 The Contractor shall not, without the prior written approval of the Principal assign, mortgage, charge or encumber the Contractor or any part thereof or any benefit or moneys or interest thereunder.
- 5.2 The Contractor shall not sub-contract any part of the work under the Contract unless it has made prior application in writing to the Principal giving full particulars of the part of the work under the Contract it wishes to sub-contract and of the proposed sub-contractor and it has obtained the written approval of the Principal.

6 STATUTE REQUIREMENTS

- 6.1 The Contractor shall comply with the provisions of all relevant Acts, regulations, by-laws, orders and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Works or the execution of the work under the Contract.
- 6.2 The Contractor shall give all notices necessary to comply with the aforesaid requirements and shall pay and bear all fees payable in connection therewith.

7 INSURANCE

- 7.1 Without limiting its obligations and responsibilities, the Contractor shall take out Insurance for the entire Contract period under the following headings;

(a) **Public Liability:**

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AU\$10,000,000) in respect of Death, Property Damage and Bodily Injury.

(b) **Workers Compensation or Personal Accident Insurance Cover:**

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the *Workers' Compensation and Injury Act 1981* or at Common Law.

(c) **Professional Indemnity:**

Where the Contract involves the provision of professional services and/or advice, the Contractor is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Contractor will have a limit of Liability based upon a figure agreed by the Principal and Contractor as per the attached Schedule however; the limit of Liability will not be less than \$5 million (AUD\$5,000,000).

(d) **Product Liability:**

Product liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AU\$10,000,000) in respect of any one occurrence and for an unlimited number of claims.

- 7.2 The Contractor is to provide the Principal with Certificates of Currency and/or a copy of the Policy wording confirming as laid down within the tender document (if not mentioned, within seven (7) days) that the above Insurance policies are in place for the entire Contract period.
- 7.3 The Contractor at the discretion of the Principal may be required to provide the Principal with a Risk Management Plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.
- 7.4 The Contractor at the discretion of the Principal may be required to detail the Principal as a Joint Named Insured under some or all of the Insurances detailed under Clause 7.1 and/or detail the Principals Interest by way of notation on Certificates of Currency.

8 TIME FOR COMMENCEMENT AND COMPLETION

- 8.1 The Contractor shall commence work on the site within fourteen days after the Principal has given to the Contractor possession of sufficient of the site for the commencement of such work by it, or within such further time as may be approved by the Superintendent.
- 8.2 Before commencing work the Contractor shall give the Superintendent three days clear notice in writing. Thereafter the Contractor shall execute the work under the Contract in accordance with the Contract and any directions of the Superintendent and at a rate of progress satisfactory to the Superintendent. The Contractor shall complete the Works within the time specified or within any extended time allowed by the Superintendent.

9 MATERIALS

Materials used in the work under the Contract and standards of workmanship shall be in conformity with the provisions of the Contract. Any materials not otherwise specified shall be new and where applicable, materials and workmanship shall be in accordance with the relevant standard of the Standards Association of Australia. The Superintendent may, at any time before the issue of the Final Certificate reject any material or work which is not in accordance with the Contract and may direct its replacement, correction or removal. All such replacements, corrections and removals shall be at the Contractors cost.

10 CONTRACTOR'S REPRESENTATIVE

Execution of the Works shall be supervised by the Contractor personally, or by an approved competent person employed by the Contractor whose name shall be notified to the Superintendent in writing. The Contractor or its authorised representative shall be on the site whenever necessary, as determined by the Superintendent, to provide adequate supervision of the execution of the Works. Any order given by the Superintendent to the Contractor's authorised representative shall be deemed to be an order given to the Contractor.

11 CLEANING UP

On the completion of the Works the Contractor shall clear away and remove from the site of the Works all constructional plant, surplus material, rubbish and temporary works of every kind and where necessary shall fill and compact and level off all excavations (other than those forming part of the Works) made by the Contractor on the site and leave the whole of the site and Works in a clean and tidy condition to the approval of the Superintendent.

12 DEFECTS LIABILITY

- 12.1 As soon as, in the opinion of the Superintendent, the Works shall have been substantially completed in accordance with the Contract and on receiving a written undertaking by the Contractor to finish any outstanding work during the Defects Liability period, the Superintendent shall issue a Certificate of Practical Completion and the Defects Liability period of the time specified shall be calculated from the date so certified.
- 12.2 The Works shall, at or as soon as practicable after the expiration of the Defects Liability period, be delivered up to Principal fully completed in accordance with the Contract and in good condition (fair wear and tear excepted) to the approval of the Superintendent.
- 12.3 The Contractor shall, at its own expense, execute all work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required by the Superintendent during the Defects Liability period or within fourteen days after its expiration if required as a result of an inspection made prior to its expiration.

13 VARIATIONS

- 13.1 If, at any time during the progress of the work under the Contract, the Superintendent determines that the form, quality or quantity of the work under the Contract should be varied the Superintendent may order the Contractor to increase, decrease or omit any part of the Work under the Contract or change the character or quality of any material or work.
- 13.2 The rate or price payable for the variation shall be determined by agreement between the Contractor and the Superintendent, and shall be taken into account in determining the final contract sum.

14 PROGRESS PAYMENTS

Unless otherwise provided and subject to these Conditions, the Contractor shall be entitled at intervals of not less than one month, to receive 96 per centum of the value of the work done as determined by the Superintendent and the Principal shall retain 4 per centum. During the Defects Liability period the moneys retained by the Principal shall be reduced to two and one half per centum of the final Contract Sum. Interest shall not be payable on retained moneys. The moneys retained shall be held until the Superintendent shall have certified that the Works have been fully completed and the Contract obligations as to the Defects Liability period have been fulfilled. No certificate of the Superintendent shall be deemed to signify approval or acceptance of any completed work.

15 LIQUIDATED DAMAGES

Where an amount for Liquidated Damages is specified and if the Contractor shall fail to complete the Works within the time specified or such extended time as shall be allowed by the Superintendent, then the Contractor shall pay the Principal the sum specified as Liquidated Damages, for such default, and not as or in the nature of a penalty, for every week or part of a week by which completion of the Works is delayed.

16 CONDITIONS OF EMPLOYMENT

16.1 Any person who for the purpose of his, her or its trade or business employs a worker or employee upon or in connection with any part of the Works, shall be required to observe all the conditions of the relevant award applicable to that trade or business or of a registered workplace agreement. For the purpose of this clause:

- (a) “**Award**” means an award or industrial agreement as so defined under the Industrial Arbitration Act 1912 and amendments, or the Conciliation and Arbitration Act 1904 and amendments;
- (b) “**Employee**” has the meaning ascribed to it in the Conciliation and Arbitration Act 1904 and amendments;
- (c) “**Worker**” has the meaning ascribed to it in the Industrial Arbitration Act 1912 and amendments; and
- (d) “**Workplace Agreement**” means an agreement registered under section 31 of the Workplace Agreements Act 1993.

17 PAYMENT OF WORKERS WAGES AND ALLOWANCES

The Principal may require the Contractor to make and deliver to the Principal a statutory declaration that all workers who are or at any time have been engaged on the work under the Contract have been paid in full all amounts which have become payable to them under any statute, ordinance of subordinate legislation, or by any relevant, determination, judgment or order of any competent court, board commission or other industrial tribunal.

18 DEFAULT OR BANKRUPTCY OF CONTRACTOR

If the Superintendent shall certify to the Principal that the Contractor has failed to commence the Works within the period specified or has failed to carry out the Works at a rate of progress satisfactory to the Superintendent or has neglected or omitted to carry out any instructions of the Superintendent in respect of the Works or has failed to complete the whole of the Works within the time specified for completion or such extended time as the Superintendent may approve or has intimated that it is unwilling or unable to complete the Works or has committed an act of bankruptcy the Principal may, by giving seven days notice in writing, cancel the Contract and all moneys held by the Principal may be utilised by the Principal for the purpose of completing the Works.

19 SETTLEMENTS OF DISPUTES

All disputes or differences between the Principal or the Superintendent on behalf of the Principal and the Contractor arising out of the Contract of concerning the performance or non-performance by either party of its obligations under the Contract whether raised during the execution of the Work under the Contract or after the completion of the Works shall be referred to an arbitrator who shall be either -

- (a) Mutually agreed upon by the parties in writing; **or**

- (b) In the absence of that agreement one of at least three persons none of whom shall be an employee of the Principal or the Contractor or have had any association with the work under the Contract whose names are submitted in writing by the Principal for selection by the Contractor, **or**
- (c) In the absence of that selection; by an arbitrator appointed in accordance with the provision of the laws of Western Australia.

5 SPECIAL CONDITIONS OF CONTRACT

5.1 ADVERTISEMENTS AND PROMOTIONS ON SITE

The Contractor may erect on the Site, or permit to be erected on Site, only those signs:

- (a) required by law;
- (b) specified in the Contract documents; and
- (c) required to identify the Contractor's premises.

The Contractor shall not erect on Site, or permit to be erected on Site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

5.2 DESCRIPTION OF THE WORKS

The works comprise building and such other work as shown on the drawings or included in the Specification.

5.3 WORK NOT INCLUDED

The following work is not included in the Contract and will be carried out concurrently by others:

- Landscaping – by Shire of Wickepin

5.4 PUBLICITY

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

5.5 DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION

5.5.1 COPIES OF DOCUMENTS

Where the Contractor requires copies of the documents in addition to its entitlement to two (2) copies, such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

5.5.2 DRAWINGS

To be provided by the Tenderer

5.6 ENVIRONMENTAL PROTECTION

5.6.1 NOISE CONTROL

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all Sub-contractors observe similar care.

5.6.2 SITE CONTROL

The Contractor shall at all times:

- (a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- (b) Comply with all statutes, regulations and by-laws relating to the protection of the environment;
- (c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- (d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- (e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- (f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

5.6.3 SOIL EROSION

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

5.6.4 DUST, DIRT, WATER AND FUMES

The Contractor shall prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like on to persons or property.

5.6.5 VEHICLES

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

5.6.6 REFUSE DISPOSAL

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

5.6.7 SMOKING ON CONSTRUCTION SITES

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following policy on smoking.

In respect of construction Sites, smoking is prohibited:

- (a) in Site offices, lunchrooms or enclosed toilet facilities; and
- (b) inside existing premises that are designated as "no smoking" areas.

5.7 CONTRACTOR'S REPRESENTATIVE

The Contractors Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

5.8 EXISTING IMPROVEMENTS

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall allow to protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

5.9 TEMPORARY SAFETY FENCE

The Contractor shall provide a temporary safety fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996 and with any amendments that may be made the Act and the Regulations.

5.10 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

5.10.1 WORKMEN'S AMENITIES

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and Site for the provision of workmen's amenities shall not be permitted without the prior written approval of the Superintendent.

5.11 MATERIALS AND WORK

5.11.1 REGULATIONS

The Contractor shall comply with the *Occupational Safety & Health Act 1984* (the "Act") and the *Occupational Safety & Health Regulations 1996* (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

5.11.2 CHEMICAL INFORMATION

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to section 19(1)(B) of the Act.

5.11.3 TRADE NAMES

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

5.11.4 SAFETY MANAGEMENT PLAN

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experienced and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

5.11.5 INDUCTION TRAINING

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

5.11.6 PRE-JOB PLANNING

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

5.11.7 SITE AND PUBLIC SECURITY

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

5.11.8 OCCUPIED SITES

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific

Safety Management Plan addressing the Contractors and occupiers operational interface requirements. The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

5.12 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

5.13 SERVICES INSTALLATION

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

5.14 WORKING HOURS

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- (a) Daylight hours only

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

5.15 SCHEDULE OF WARRANTIES

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract.

5.16 BRANDS OF MATERIAL SCHEDULES

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

5.17 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

(b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.

(c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

6 TENDERER'S OFFER

6.1 FORM OF TENDER

Chief Executive Officer
Shire of Wickepin 77 Wogolin Road
WICKEPIN WA 6370

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT 5-2019/2020 Construction of One 4x2 executive home either transportable or built on site.

Under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby Tender the following sum to complete the Works referred to in the Request for Tender.

(AMOUNT IN WORDS)

(\$ _____)
(Numerals)

And I/we undertake to perform the work under the Contract in accordance with Minor Works and Services General Conditions of Contract attached to this Request and Specification, Drawings, which documents I/we have examined, and I/we agree that this Tender shall remain binding on me/us for ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing and shall not be withdrawn during that period.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

6.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 6 are to be completed and returned to the Principal as they form part of your Tender submission).

6.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure" .	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts" .	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

6.2.2 REFEREES

Attach details of your referees, and label it "Referees" . You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
---	-------------------	--

6.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents" .	"Agents"	Tick if attached <input type="checkbox"/>

6.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts" : (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

6.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

6.2.6 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest” .	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

6.2.7 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

6.2.8 QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment labelled “Quality Assurance” .	“Quality Assurance”	Tick if attached <input type="checkbox"/>

6.2.9 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Workers Compensation					
Professional Indemnity					

6.2.10 OCCUPATIONAL SAFETY AND HEALTH

Tenderers must complete Part 8 "Tenderer's Safety Record" and submit it marked " Tenderer's Safety Record ".	"Tenderer's Safety Record"	Tick if attached <input type="checkbox"/>
Tenderers must complete Part 7 "Contractor's Occupational Health and Safety Management System Questionnaire and submit it marked " Contractor's Health & Safety Questionnaire ".	"Contractor's Health & Safety Questionnaire"	Tick if attached <input type="checkbox"/>

6.3 SELECTION CRITERIA**6.3.1 COMPLIANCE CRITERIA**

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
(a)	Compliance with the Specification contained in the Request.	Yes / No
(b)	Compliance with the Conditions of Tendering this Request.	Yes / No
(c)	Compliance with attendance at any mandatory tender briefing or Site inspection.	Yes / No
(d)	Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e)	Compliance with all necessary Licences and Registrations..	Yes / No
(f)	Compliance with and completion of the Price Schedule.	Yes / No

6.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

A) Relevant Experience Describe your experience in completing similar projects. Tenderers must, as a minimum, address the following information and label it “Relevant Experience” : <ul style="list-style-type: none"> (a) Provide details of similar work; (b) Provide scope of the Tenderer’s involvement including details of outcomes; (c) Provide details of issues that arose during the project and how these were managed; (d) Demonstrate sound judgement and discretion; (e) Demonstrate competency and proven track record of achieving outcomes; and (f) Complete Part 9 – “Project Reference Sheet”. 	Weighting 20%	
	“Relevant Experience”	Tick if attached <input type="checkbox"/>

B) Tenderer’s Resources Tenderers should demonstrate their ability to supply and sustain the necessary: <ul style="list-style-type: none"> (a) Plant, equipment and materials; and (b) Any contingency measures or back up of resources including personnel (where applicable). As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources” .	Weighting 20%	
	“Tenderer’s Resources”	Tick if attached <input type="checkbox"/>

6.4 PRICE INFORMATION

Tenderers **must** complete the following Price Schedule. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

6.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “Discounts” .	“Discounts”	Tick if attached <input type="checkbox"/>

6.4.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes / No	
If No, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it "Price Variation Mechanism" .	"Price Variation Mechanism"	Tick if attached <input type="checkbox"/>

6.4.3 SCHEDULE OF RATES FOR LABOUR AND DAYWORKS

The Tenderer shall list below the hourly rates payable for various occupational groups which may be employed on the Site including any applicable Goods and Services Tax (GST).

ITEM	RATE PER HOUR (ex GST)	GST Component	RATE PER HOUR (inc GST)
Planner or Draftsperson	\$	\$	\$
Supervisor	\$	\$	\$
Building Tradesperson	\$	\$	\$
Labourer	\$	\$	\$
Plant Operator	\$	\$	\$

6.4.4 SCHEDULE OF RATES FOR PLANT HIRE

Tenderers shall list the hourly rates for the hire of all types of constructional equipment used on the Site for clearing, earthworks, excavation, compaction, laying of pipes, construction of manholes, grading of surfaces and watering.

The rates shall include allowance for an experienced operator, fuel consumable sores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

ITEM	RATE PER HOUR (ex GST)	GST Component	RATE PER HOUR (inc GST)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Working week for these rates is _____ to _____ for _____ hours/day.

6.4.5 PRICE SCHEDULE

Tenderers must complete the following Price Schedule. Before completing the Price Schedule, Tenderers should read this entire Request for Tender.

The Tenderer shall price all tasks in the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

BREAK DOWN OF LUMP SUM

NO.	TASK	AMOUNT
	<i>Design</i>	
1.	Architectural Plans	
	<i>Construction</i>	
2.	Preliminaries	
3.	Site Works	
4.	Construction – Lot 50 Smith Street	
7.	Services – connection to power, water, sewer & phone	
	TOTAL LUMP SUM PRICE (EX GST)	
	TOTAL GST COMPONENT	
	TOTAL LUMP SUM PRICE (INC GST)	

Amount in words:

Options

NO.	TASK	AMOUNT
	<i>Environmental/Energy Efficient Initiatives</i>	
8.	Grid Connected Solar Power 2.5-3.5kw	
9.	Water Reuse system	
	<i>Optional Construction Design Alternatives</i>	
10.	Construction – Lot 50 Smith Street	
13.	Other initiatives – as identified by the Builder	

7 CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "**Contractor's Safety & Health Questionnaire**". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

OSH Policy and Management

YES NO

Is there a written company health and safety policy?

If Yes, provide a copy of the policy.

Comments

Does the company have an OSH Management System?

If Yes, provide details.

Is the OSH Management System audited or reviewed on a regular basis?

If Yes, provide details of last audit and outcomes.

Is there a company OSH organisation chart?

If Yes, provide a copy.

Comments

Are Health and safety responsibilities clearly identified for all employees?

If Yes, provide details.

Are line managers held accountable for health and safety performances?

If Yes, provide details.

Safe Work Practices and Procedures	YES	NO
---	------------	-----------

Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

If Yes, provide a summary listing of procedures or instructions.

Comments

Are safe operating procedures or specific safety instructions issued to employees?	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

If Yes, please explain how this is done.

Does the company have any permit to work systems?	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

If Yes, provide a copy of a standard incident report form.

Which company personnel are responsible for investigating incidents?

Do incident reports contain prevention recommendations?	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

Who is responsible for implementing remedial measures recommended?

Are these procedures to maintaining, inspecting and assessing the hazards of Plant operated/owned by the company?	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

If Yes, provide details.

Are their procedures to storing and handling hazardous substances?	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

If Yes, provide details.

Are there procedures for assessing and controlling risks associated with manual handling?	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

If Yes, provide details.

Occupation Safety and Health

Describe how safety and health training is conducted in your company?

Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.

Is a record maintained of all training and induction programs undertaken for employees in your company?
If Yes, provide examples of safety training records.

Provide details of any company safety induction programs for company employees and or/Sub contractors.

Safety and Health Workplace Inspection

	YES	NO
Are regular health and safety inspections at work Sites undertaken? If Yes provide details.	<input type="checkbox"/>	<input type="checkbox"/>

	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Are standard work place inspection checklist used to conduct health and safety inspections?
If Yes, provide details or examples.

Who normally completes workplace safety and health inspections?

How are workplace safety and health inspection reports dealt with?

	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Is there a procedure by which employees can report hazards at workplaces?
If Yes, provide details.

Safety and Health Consultation**YES** **NO**

Is there a workplace safety committee?
If Yes, provide details.

Are there guidelines on procedures governing the safety committee operation?

Are there employee elected health and safety representatives?
If Yes, provide details.

Is there a company safety officer?
Comments:

Safety and Health Performance Monitoring

Is there a system for recording and analysing and safety performance statistics?
If Yes, provide details.

Is safety performance on the agenda of management meetings?
If Yes, provide details.

Is senior management involved in analysis of safety performance statistics?

Has the company ever been convicted of an occupational health and safety offence?
If Yes, provide details.
