



## REQUEST FOR TENDER

<b>Request for Tender</b>	Construction of Wogolin Road Recreation Area
<b>Deadline</b>	15 January 2021, 4.00pm
<b>Address for Delivery</b>	<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>
<b>RFT Number</b>	RFT 4 2020/2021

# TABLE OF CONTENTS

<b>1</b>	<b><u>PRINCIPAL'S REQUEST</u></b>	<b>4</b>
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	6
1.10	PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION	7
<b>2</b>	<b><u>CONDITIONS OF TENDERING</u></b>	<b>8</b>
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	8
2.5	DISCLOSURE OF CONTRACT INFORMATION	8
2.6	BUILDERS REGISTRATION ACT	8
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	9
2.14	TENDERERS TO INFORM THEMSELVES	9
2.15	ALTERATIONS	10
2.16	OWNERSHIP OF TENDERS	10
2.17	RISK ASSESSMENT	10
2.18	CANVASSING OF OFFICIALS	10
2.19	IDENTITY OF THE TENDERER	10
2.20	COSTS OF TENDERING	10
2.21	TENDER OPENING	10
<b>3</b>	<b><u>SPECIFICATION</u></b>	<b>12</b>
3.1	INTRODUCTION	12
3.2	BACKGROUND INFORMATION	12
3.3	SCOPE OF WORK	12
3.4	IMPLEMENTATION TIMETABLE	12
<b>4</b>	<b><u>GENERAL CONDITIONS OF CONTRACT</u></b>	<b>12</b>
<b>5</b>	<b><u>SPECIAL CONDITIONS OF CONTRACT</u></b>	<b>19</b>
5.1	ADVERTISEMENTS AND PROMOTIONS ON SITE	19
5.2	DESCRIPTION OF THE WORKS	19
5.3	WORK NOT INCLUDED	19
5.4	PUBLICITY	19

<b>5.5</b>	<b>DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION</b>	<b>19</b>
<b>5.6</b>	<b>ENVIRONMENTAL PROTECTION</b>	<b>19</b>
<b>5.7</b>	<b>CONTRACTOR'S REPRESENTATIVE</b>	<b>20</b>
<b>5.8</b>	<b>EXISTING IMPROVEMENTS</b>	<b>20</b>
<b>5.9</b>	<b>TEMPORARY SAFETY FENCE</b>	<b>21</b>
<b>5.10</b>	<b>MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT</b>	<b>21</b>
<b>5.11</b>	<b>MATERIALS AND WORK</b>	<b>21</b>
<b>5.12</b>	<b>MATERIALS TO BE SUPPLIED BY THE PRINCIPAL</b>	<b>23</b>
<b>5.13</b>	<b>SERVICES INSTALLATION</b>	<b>23</b>
<b>5.14</b>	<b>WORKING HOURS</b>	<b>23</b>
<b>5.15</b>	<b>SCHEDULE OF WARRANTIES</b>	<b>23</b>
<b>5.16</b>	<b>BRANDS OF MATERIAL SCHEDULES</b>	<b>23</b>
<b>5.17</b>	<b>GOODS AND SERVICES TAX (GST)</b>	<b>23</b>
<b>6</b>	<b><u>TENDERER'S OFFER</u></b>	<b>25</b>
<b>6.1</b>	<b>FORM OF TENDER</b>	<b>25</b>
<b>6.2</b>	<b>TENDERER'S RESPONSE</b>	<b>26</b>
<b>6.3</b>	<b>SELECTION CRITERIA</b>	<b>28</b>
<b>6.4</b>	<b>PRICE INFORMATION</b>	<b>29</b>
<b>7</b>	<b><u>CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE</u></b>	<b>33</b>
<b>8</b>	<b><u>TENDERER'S SAFETY RECORD</u></b>	<b>38</b>
<b>9</b>	<b><u>PROJECT REFERENCE SHEET</u></b>	<b>39</b>
<b>10</b>	<b><u>TENDERER'S RESOURCES SCHEDULE</u></b>	<b>40</b>
<b>10.1</b>	<b>TENDERER'S CURRENT COMMITMENT SCHEDULE</b>	<b>40</b>
<b>10.2</b>	<b>TENDERER'S HUMAN RESOURCES SCHEDULE</b>	<b>40</b>

# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Wickepin invites tenders for the construction of Stage 1 and stage 2a of the nature play space at Wogolin Road Recreation area.

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:

<b>Attachments:</b>	The documents you attach as part of your Tender;
<b>Contractor:</b>	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;
<b>Deadline:</b>	The Deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in Part 4;
<b>Offer:</b>	Your Offer to be selected to supply the Requirements;
<b>Principal:</b>	Shire of Wickepin
<b>Request or RFT or Request for Tender:</b>	This document;
<b>Requirements:</b>	The work requested by the Principal;
<b>Selection Criteria:</b>	The criteria used by the Principal in evaluating your Tender;
<b>Special Conditions:</b>	The additional contractual terms;
<b>Site</b>	Wogolin Road 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](mailto:ceo@wickepin.wa.gov.au) (or)  
[admin@wickepin.wa.gov.au](mailto:admin@wickepin.wa.gov.au)

## 1.6 TENDER BRIEFING/SITE INSPECTION

Respondents are not required to attend a site inspection at any time prior to the closing of Tenders.

## 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 15 January 2021 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 Wickpin 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:

- (a) 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;
- (b) 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;

- (c) 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;
- (d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith; and
- (e) 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:

- (a) any risk assessment undertaken by any approved credit rating agency; and
- (b) 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**

The tenders is to supply and install the complete installation of Stage 1 and Stage 2a of the Wogolin Road Recreation Area as outlined in the Technical specification drawn up by Nature Play Solutions.

Additional tender for part 2b Skate park and basketball court may be included as an additional extra

### **3.2 BACKGROUND INFORMATION**

Prospective tenderers are requested to contact the Shire to discuss the project to ensure clarity on what council requirements are.

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

### **3.3 SCOPE OF WORK**

Refer to the following documents as attachments to this tender.

1. Shire of Wickepin - Wogolin Road Recreation Area Landscape and Architectural Drawings
2. LYPA Crafting Play product information
3. Wogolin Road Recreation Area Stages 1, 2a & 2b Technical Specifications for play space equipment and landscape works.

Additional tender for part 2b Skate park and basketball court may be included as an additional extra

### **3.4 COMPLETION DATE, PAYMENT TERMS AND CONDITIONS**

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

## **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**

All works not included are to be clearly shown in tender documents

### **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 Shire of Wickepin

### **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 experience 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 4-2020/2021 Construction of Wogolin Road Recreation Area

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 <b>"Organisation Structure"</b> .	<b>"Organisation Structure"</b>	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it <b>"ASC Company Extracts"</b> .	<b>"ASC Company Extracts"</b>	Tick if attached <input type="checkbox"/>

### 6.2.2 REFEREES

Attach details of your referees, and label it <b>"Referees"</b> . You should give examples of work provided for your referees where possible.	<b>"Referees"</b>	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 <b>"Agents"</b> .	<b>"Agents"</b>	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 <b>"Trusts"</b> : (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.	<b>"Trusts"</b>	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 <b>"Subcontractors"</b> 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.	<b>"Subcontractors"</b>	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 <b>“Conflicts of Interest”</b> .	<b>“Conflicts of Interest”</b>	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 <b>“Financial Position”</b> 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.	<b>“Financial Position”</b>	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 <b>“Quality Assurance”</b> .	<b>“Quality Assurance”</b>	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 <b>“Insurance Coverage”</b> . A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.				<b>“Insurance Coverage”</b>	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 " <b>Tenderer's Safety Record</b> ".	<b>"Tenderer's Safety Record"</b>	Tick if attached <input type="checkbox"/>
Tenderers must complete Part 7 "Contractor's Occupational Health and Safety Management System Questionnaire and submit it marked " <b>Contractor's Health &amp; Safety Questionnaire</b> ".	<b>"Contractor's Health &amp; Safety Questionnaire"</b>	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:

<b>Description of Compliance Criteria</b>		
(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.

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

<b>B) Tenderer’s Resources</b> Tenderers should demonstrate their ability to supply and sustain the necessary: <ul style="list-style-type: none"> <li>(a) Plant, equipment and materials; and</li> <li>(b) Any contingency measures or back up of resources including personnel (where applicable).</li> </ul> As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it <b>“Tenderer’s Resources”</b> .	<b>Weighting 20%</b>	
	<b>“Tenderer’s Resources”</b>	<b>Tick if attached</b> <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 <b>“Discounts”</b> .	<b>“Discounts”</b>	<b>Tick if attached</b> <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 <b>“Price Variation Mechanism”</b> .	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; padding: 5px;"><b>“Price Variation Mechanism”</b></td> <td style="width: 30%; text-align: center; padding: 5px;"><b>Tick if attached</b> <input type="checkbox"/></td> </tr> </table>	<b>“Price Variation Mechanism”</b>	<b>Tick if attached</b> <input type="checkbox"/>
<b>“Price Variation Mechanism”</b>	<b>Tick if attached</b> <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**

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

0

## 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.

<b>OSH Policy and Management</b>	<b>YES</b>	<b>NO</b>
<p>Is there a written company health and safety policy? If Yes, provide a copy of the policy. Comments</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Does the company have an OSH Management System? If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is the OSH Management System audited or reviewed on a regular basis? If Yes, provide details of last audit and outcomes.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is there a company OSH organisation chart? If Yes, provide a copy. Comments</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are Health and safety responsibilities clearly identified for all employees? If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are line managers held accountable for health and safety performances? If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>

Safe Work Practices and Procedures	YES	NO
<p>Has the company prepared safe operating procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions. Comments</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are safe operating procedures or specific safety instructions issued to employees? If Yes, please explain how this is done.</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Does the company have any permit to work systems? If Yes, provide a copy of a standard incident report form.</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Which company personnel are responsible for investigating incidents?</p> <p>_____</p> <p>_____</p>		
<p>Do incident reports contain prevention recommendations?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Who is responsible for implementing remedial measures recommended?</p>		
<p>Are these procedures to maintaining, inspecting and assessing the hazards of Plant operated/owned by the company? If Yes, provide details.</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are their procedures to storing and handling hazardous substances? If Yes, provide details.</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are there procedures for assessing and controlling risks associated with manual handling? If Yes, provide details.</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>

**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**

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

---

---

Who normally completes workplace safety and health inspections?

---

---

How are workplace safety and health inspection reports dealt with?

---

---

Is there a procedure by which employees can report hazards at workplaces? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

---

---

**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.

  

\_\_\_\_\_

\_\_\_\_\_





