



Request for Tender

Request for Tender:	Construction of New CEO Residence
Deadline:	4:00pm WST Monday 18 October 2021
Address for Delivery:	31 Burrowes Street Darkan WA 6392 <i>Electronic mail tenders will be accepted.</i>
RFT Number:	RFT SWA 1. 2021-22

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1 Conditions of Tendering

1.1 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, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Construction of the New CEO Residence nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of West Arthur.
Request OR RTF OR Request for Tender	This document.
Requirement:	The Construction of New CEO Residence requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide, if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tenderlink:	Means the web-based portal to be used for downloading Tender documents and raising queries in the online forum during the Tender Open Period. This medium operates through the website www.tenderlink.com/walga This portal is not used for the lodgement of Tenders. Please refer to the WALGA Provider Portal in these defined terms for lodgement.
Tender Open Period:	The time between advertising the Request and the Deadline.

WALGA Provider Portal: Means the web portal to be used by Tenderers to lodge Tenders in responding to this Request. This web portal is also utilised by the Evaluation Panel to access and evaluate Tenders. The link to this web portal is nominated in Clause 1.9 of this Request.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Specification and/or plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer’s Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the deadline.

1.4 Contact Persons

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

Name:	Ian Fitzgerald, Acting Chief Executive Officer
Telephone:	08 97362222
Email:	shire@westarthur.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made by email to the Shire of West Arthur’s main email address (shire@westarthur.wa.gov.au) and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than seven (7) days prior to the Deadline of this Request.

1.6 Lodgement of Tenders and Delivery Method

The tender must be lodged by the deadline. The deadline for this request is at **4:00pm WST, Monday 18 October 2021.**

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 31 Burrowes Street, Darkan WA (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer Shire of West Arthur, 31 Burrowes Street Darkan WA 6392. When sent with the method, the time of receipt will be when they are picked up from the post office, which Shire office staff carries out daily. Therefore, Tenderers should account for transit and sorting time as there is a possibility that the local post office may receive the tender for collection after the lodgement deadline.

Electronic mail Tenders will be accepted.

Tenderers must ensure that they have provided two (2) signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

1.7 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.

1.8 Late Tenders

Tenders received:

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

may be excluded from evaluation.

1.9 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.

1.10 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 or be advised that no Tender was accepted.

1.11 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 Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12 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 will have precedence.

1.13 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

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

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.14 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;

- 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 enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will 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 and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.15 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.

1.16 Risk Assessment

The Principal may have access and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) 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.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meeting their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.17 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 Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, 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.

1.18 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or 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 Tender 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.

1.19 Compliance Criteria

These criteria are detailed within **Part 5.2.1** 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.

1.20 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within **Part 5.2.2** of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.21 Value 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. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	60%

1.22

1.22 Price Basis

All prices for goods/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.

1.23

1.23 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will 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 be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.24 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) 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.

1.25 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 5 and whose execution appears on the Offer Form in Part 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.26 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.

1.27 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 the 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 or as soon as practicable after the deadline at 31 Burrowes Street, Darkan WA.

1.28 In House Tenders

The Principal does not intend to submit an In House Tender.

2 Specification

2.1 Contract Requirements in Brief

This tender is for the construction of a single house to be provided to the Shire of West Arthur's Chief Executive Officer, and encompasses everything from the development application up to the state that the house is ready to be moved in to.

The duration of the tender will be the earlier of the completion of the house to the satisfaction of the Shire, or nine (9) months starting from the awarding and countersigning of the Contract.

A full statement of the goods and services required under the proposed contract appears in the Specification Part 2 (this part).

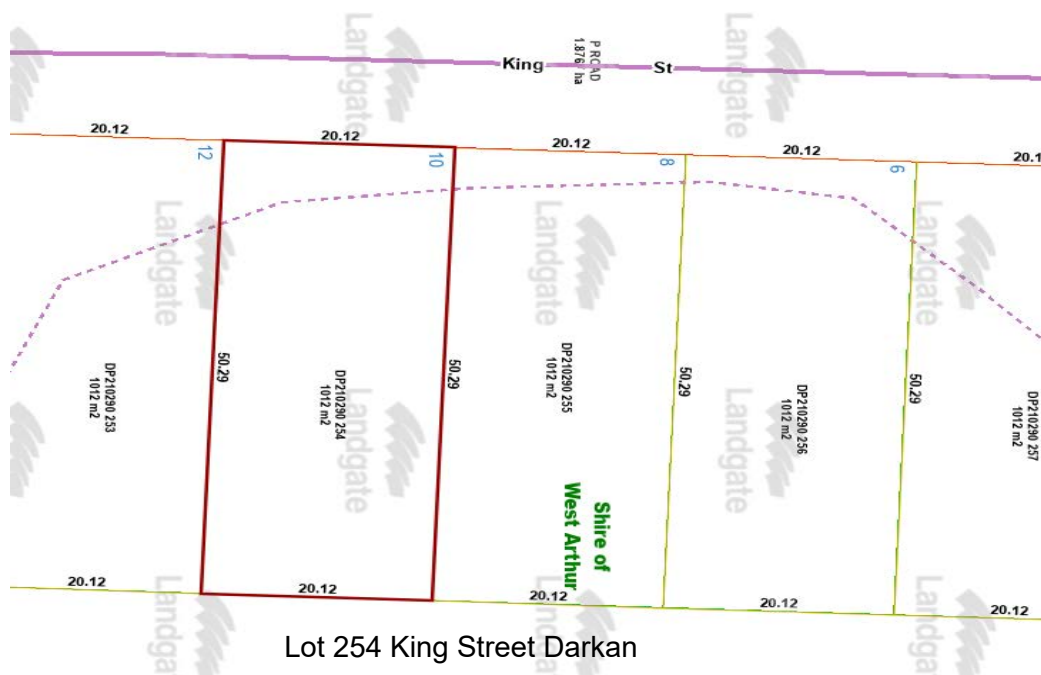
2.2 Introduction

The Shire of West Arthur has its administration centre based in Darkan 6392, located 204 kms south of Perth, 60km from Collie, 74km from Narrogin and 115km from Bunbury.

The majority of Shire staff resides in the town of Darkan. Amenities of this town include a sporting pavilion with ovals, tennis courts and a netball/basketball court, a sportsman's club, a small locally-owned supermarket, mechanic workshops for light vehicles and trucks, a swimming pool, a dedicated post office, a pub with accommodation, cafe, a multitude of parks and playgrounds, a public library and Community Resource Centre and licensing services at the Shire office.

The Shire of West Arthur offers staff housing for some of its outside employees and managerial positions. The current residence of the Chief Executive Officer (CEO) is old and outdated and in order to keep up with its employee retention strategy and improve its attractiveness with prospective employees, the Shire has decided to fund the construction of a new residence for the CEO position.

The new house will be built in King Street Darkan, accessed by a new cul-de-sac with most of its abutting lots still undeveloped. The land for the new house is currently being purchased through Landcorp (Development WA) – current proposal is to purchase Lot 254 King Street Darkan for this new residence.



2.3 Background Information

An early decision was made to eschew the construction of houses on-site due to costs. Shire management in late 2019 made a trip to Perth to visit a few display transportable homes to gain an insight as to what kind of housing features and additions would be possible in that format, as the general cost versus space provided. The end-goal of that trip was to have a better idea of specifications when it came time to call for tenders

2.4 Definitions

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

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal:	Shire of West Arthur
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
Superintendent:	Ian Fitzgerald, Acting Chief Executive Officer

Superintendent's Representative:	Geoff Bunce, Building Officer
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2.5 Scope of Work

This contract will have the builder—as the project manager—handle almost all tasks required in the construction, transportation and installation of the new transportable home. The Principal will handle a few administrative tasks instead of the Contractor, specified below.

In summary, the Contractor and their elected subcontractors will carry out the following tasks:

- earthworks preparation of the site, including surveying, compaction/cutting, grading and shaping, backfilling, penetrometer testing, pre-lay of sewerage, stormwater and drainage as necessary, garden reticulation preparation and concreting footings;
- initial administrative work including obtaining certificates of design compliance, submission of a building permit application, acquiring oversize & over mass permits, retrieving quotes from subcontractors, organising accommodation and mess, underground service location (Dial Before You Dig);
 - The submission of the planning application will be handled by the Principal.
- transportation and unloading of the transportable house or housing units on to the selected lot with all personnel and plant supplied by the Contractor to carry it out;
- organising and securing temporary power to the site to carry out works;
- installation of the house upon the footings proper;
- connection of all the electrical, sewerage, water, gas and telecommunications throughout the transportable house;
- connection of services to the wider reticulation via the existing meters, relocating meters as necessary, including trenching and installation of conduits;
 - there is no sewer service in Darkan so septic and leach drain systems will be required as part of the project.
 - the Darkan town does not have underground gas mains. Houses have a gas regulator mounted on the external wall at the back/side of the house. Gas bottles feed into the regulator that connects to a gas water heating unit and gas cooktop line.

Part 2 READ AND KEEP THIS PART

- installation of double-glazed windows for all window openings;
- house to provide separate study and theatre rooms
- double carport or garage including roller door to be included
- laundry to include provision of bench and washing machine taps
- alfresco area to be provided
- house to be complete with painting, floor coverings and window treatments
- reverse cycle ducted airconditioning to be included
- 900mm appliances to be provided in the kitchen – gas hotplate and electric oven
- Dishwasher to be installed in the kitchen
- excavation and planting of lawn and landscaped areas, with plants and trees to be waterwise;
- block to be fully fenced with colorbond fencing and to include side and rear gates
- 5 – 6kw solar power system to be included
- connection of garden reticulation and programming of reticulation controller;
- laying of pavement and paving for driveway, garage/carport, alfresco, garden shed/workshop and pathways;
- garden shed/workshop including concrete floor to be provided – approx. 6x4m shed
- record “As Constructed” documents of all utility services and buildings with a copy given to the Shire;
- obtain all certificates for correct installation of services and components (electrical, smoke alarm, plumbing, civil engineering, etc.), with copies to the Shire;
- pest control and termite treatment of the house;
- cut keys and ensure external doors are keyed alike, with four (4) copies of all keys given to the Principal upon job completion – to be keyed with Council’s keying system
- keep site neat and tidy during works, and leaving the site clean before final handover;
- internal and external final cleaning before final inspection with Principal’s Representative;

- final inspection with Principal's Representative before handover (can be done upon Practical Completion if behind schedule).

2.6 Specific Requirements of the Contract

The Contractor shall supply a Gantt chart to the Principal detailing a schedule for the progression of works. As the exact date of when the project can start is unknown, assume that the development application for this house is passed by Council during the October Ordinary Council Meeting, to be held on 19 October 2021. This will allow the Contractor's Representative (Site Manager) to hold short meetings with the Principal's Representative (ideally weekly) to keep track of works and make adjustments to the schedule or scope if necessary.

The Contractor shall supply a house that abides by the requirements of the Building Code of Australia (BCA), and relevant Australian Standards. If the Contractor learns of any requests from the Principal that contradicts or contravenes the BCA, they will notify the Principal as soon as practicable to decide on an alternate course of action.

All traffic management and signs are to be supplied by the Contractor, if necessary.

Any faulty work or damage to the goods to be supplied (a transportable house left in a habitable and "as new" state) shall be rectified by the Contractor at their own costs. This will also extend to the damage of utility services such as underground & aboveground power, telecommunications cables, sewerage reticulation and water mains.

In most occasions, the Principal will only pay invoices from the Contractor; the Contractor will be responsible for payment to subcontractors, after which their costs will be passed to the Principal through the Contractor's invoice as line items along with the subcontractor's invoices as evidence of costs.

The Contractor shall give to the Principal copies of all As Constructed diagrams and certificates upon the completion of works.

2.7 Implementation Timetable

Keeping in mind the assumed start of project stated in the last section is 19 October 2021 , the Principal expects the project to be completed in eight (8) months' time from Council's acceptance of the development application. This can be stretched to nine (9) months if there are sizable interruptions such as the sudden unavailability of workers or subcontractors, legal issues, inclement weather, latent conditions, and force majeure events.

What constitutes a milestone will be left up to the Contractor given they have control of the project.

Part 2 READ AND KEEP THIS PART

The Principal will aim to be flexible with respect to the Contractor meeting their deadlines, however, if there is a prevailing trend of the duration of delays increasing from milestone to milestone, the Principal's Representative will meet with the Contractor's Representative to see what is required to increase production speed, or if the scope requires reduction or deferment.

Regardless of the direction taken, the Principal will be tracking the costs accrued throughout the project as the budget will set a hard limit of what is achievable. Any costs accrued over that will require a Council Resolution to be paid, which will lead to delays.

3 General Conditions of Contract

The General Conditions of Contract applicable to this tender are based on the standard WALGA template General Conditions of Contract for provision of Minor Works and are included with the Request for Tender documents.

3.1 Insurances

Public Liability (required) – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover (required) – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

Compulsory Third Party Insurance Cover (required) – Required to be taken out by the Contractor under any legal requirement.

All insurances must be kept current for the duration of the project.

3.2 Period of Contract and Termination

The Contract is deemed completed on the supply of the Requirements, or the elapsing of nine (9) months from the passing of development application by Council (currently assumed to be 19 October 2021), whichever is earlier. However, in the event that the Contractor fails to perform the requirements of the works to the satisfaction of the Principal (contravention of BCA regulations, unsafe work practices, low quality workmanship, severe lagging behind schedule, etc.), the Principal may forthwith terminate the Contract by written notice to the Contractor.

4 Special Conditions of Contract

4.1 Administrative Requirements

The Contractor is required to provide the following during the course of their contractual obligation in terms of this tender

Activity	Frequency
Any variation to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to the obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non-performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

4.2 Dress Code

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided.

4.3 Quality Control

The Principal shall conduct regular inspections to audit works carried out.

The Contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the Gantt chart or project programme will conform to specification.
- That work is carried out with the specified time constraints.
- That all certificates are acquired where required before the commencement of certain parts of works (compaction certificate, engineering compliance certificate, electrical certificate, etc.).

4.4 Waste Disposal

The Contractor can make use of the Darkan Tip to dispose of building waste and unneeded fill, without incurring waste disposal fees. However the Contractor should make an effort to dispose of waste during the tip's regular opening hours.

If for any reason the Contractor needs to dispose of waste outside of opening times, an arrangement can be made with the Principal to open and man the tip at the desired times. These extra hours will be invoiced to the Contractor as private works fees, at a rate of \$78.00 per hour (Shire of West Arthur 2011/22 Fees and Charges).

4.5 Work Not Included

The following work is not included in the Contract:

- a) Preparation and submission of the planning application for this new construction – to be supplied by the Principal.

4.6 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to one (1), such additional copies of the documents will be made available to the Contractor at the charge current at the time of request.

During the project handover at the completion or Practical Completion of the project, the Contractor must supply to the Principal copies (either digital or physical) all As Constructed diagrams created during the project, all certificates checked against the building and any instruction manuals for devices and appliances installed into the house.

4.7 Environmental Protection

4.7.1 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 bylaws 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.

4.7.2 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.

4.7.3 Dust, Dirt, Water and Fumes

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

4.7.4 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.

4.7.5 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.

4.7.6 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction site comply with the following Smoking Policy;

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.

4.8 Contractor’s Representative

The Contractor’s 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.

4.9 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall 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.

4.10 Materials, Labour and Constructional Plan

4.10.1 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.

4.11 Materials and Work

4.11.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and 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.

4.11.2 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.

4.11.3 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.

4.11.4 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.

4.11.5 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.

4.11.6 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.

4.11.7 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.

4.11.8 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.

4.11.9 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:

The working hours are determined by the sunrise and sunset each day. No works are to take place 15 minutes prior to sunset and prior to sunrise each day. Working days are Monday to Friday, with works on Saturday and Sundays subject to approval by the superintendent.

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.

4.11.10 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

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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.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of West Arthur
31 Burrowes Street, Darkan WA 6392

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 2022-01 CONSTRUCTION OF NEW CEO RESIDENCE

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to 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.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
a)	<p>Tenderer Profile</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer Profile”</p> <ul style="list-style-type: none"> i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name. ii. Provide details of the Tenderers person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address. iii. Provide a minimum of two project referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request. iv. Provide the Builders Registration number of the Tenderer 	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
b)	<p>Tenderer’s Acknowledgement</p> <p>Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.</p>	<p>Yes / No</p>
c)	<p>Financial Position</p> <p>Tenderers must address the following information in an attachment and label it “Financial Position”</p> <ul style="list-style-type: none"> i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details). ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details). 	<p>Yes / No</p> <p>Yes / No</p>
d)	<p>Specifications</p> <p>Compliance with the Specification contained in the Request.</p>	<p>Yes / No</p>

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<p>e)</p>	<p>Alternative Tenders</p> <p>Tenderers must address the following information in an attachment and label it “Alternative Tenders”</p> <p>i. Tenderers are to provide their proposed alternative solution if applicable.</p> <p>ii. Tenderers are to provide their departures/exclusions from the proposed Conditions of Contract if any. (a separate attachment has been provided for this Criterion).</p>	<p>Yes / No</p> <p>Yes / No</p>
<p>f)</p>	<p>Addendums / Acknowledgement</p> <p>Tenderers must address the following information in an attachment and label it “Addendums / Acknowledgement”</p> <p>i. Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.</p>	<p>Yes / No</p>
<p>g)</p>	<p>Critical Assumptions</p> <p>Tenderers must address the following information in an attachment and label it “Critical Assumptions”</p> <p>i. Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request.</p>	<p>Yes / No</p>
<p>h)</p>	<p>Code Compliance</p> <p>Tenderers must address the following information in an attachment and label it “Code Compliance”</p> <p>i. Is the Tenderer or any related entity of the Tenderer subject to a current finding of material Code non-compliance (as defined in paragraph 30 of the Western Australian Building and Construction Industry Code of Conduct 2016)?</p> <p>A copy of the Code can be downloaded from: http://www.commerce.wa.gov.au/publications/wa-building-and-construction-industry-code-conduct-2016</p>	<p>Yes / No</p>
<p>i)</p>	<p>Pricing</p> <p>Tenderers must address the following information in an attachment and label it “Pricing”</p>	<p>Yes / No</p>

<p>j)</p>	<p>Risk Management</p> <p>Tenderers must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> <i>i) An outline of your organisational structure inclusive of any branches and number of personnel.</i> <i>ii) If companies are involved, attach their current ASC company extracts search including latest annual return.</i> <i>iii) Provide the organisation’s directors/company owners and any other positions held with other organisations.</i> <i>iv) Provide a summary of the number of years your organisation has been in business.</i> <i>v) Attach details of your referees. You should give examples of work provided for your referees where possible.</i> <i>vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i> <i>vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i> <i>viii) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i> <i>ix) 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? 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.</i> <i>x) Are you presently able to pay all your debts in full as and when they fall due?</i> <i>xi) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i> <i>xii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest</i> 	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
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	<p><i>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.</i></p> <p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.</p>	
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5.2.2 Qualitative Criteria

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

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

A. Cost	Weighting	
Tenderers must address the following information in an attachment and label it “ Cost ”:	60%	
a) <i>Pricing Schedules to be completed</i>	“Cost”	Tick if attached <input type="checkbox"/>

Part 5 COMPLETE AND RETURN THIS PART

<p>B. Relevant Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p>	<p>Weighting</p> <p>15%</p>	
<p>a) <i>Provide details of similar work.</i></p> <p>b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i></p> <p>c) <i>Provide details of issues that arose during the project and how these were managed.</i></p> <p>d) <i>Demonstrate competency and proven track record of achieving outcomes.</i></p> <p>e) <i>Project reference sheet.</i></p>	<p>“Relevant Experience”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “Relevant Experience”.</p>		
<p>C.</p>		
<p>C. Organisational Capacity & Resources</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer’s Resources”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>15%</p>	
<p>b) <i>Plant, equipment and materials.</i></p> <p>c) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>d) <i>OHS Survey.</i></p> <p>e) <i>Safety Record.</i></p> <p>f) <i>Resources Schedule.</i></p>	<p>“Organisational Capacity and Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Organisational Capacity and Resources”.</p>		

<p>D. Demonstrated Understanding</p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>10%</p>	
<p>a) <i>A project schedule/timeline (where applicable).</i></p> <p>b) <i>The process for the delivery of the Goods/Services.</i></p> <p>c) <i>Demonstrated understanding of the Scope of Work.</i></p>	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p>		

5.3

5.3 Price Information

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

5.3.1 Price Basis

<p>Are you prepared to offer a fixed price?</p>	<p>Yes / No</p>
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5.3.2

5.3.2 Price Schedule

The Tenderer must provide a lump sum cost, and also itemize components of their cost if desired.

<p>Item</p>	<p>Lump Sum Cost (inc GST)</p>	<p>In-house, subcontracted or both</p>
<p>Supply of transportable house according to specifications.</p>	<p>\$</p>	
<p><i>Subitems (Optional)</i></p>		
<p>a) Submission of Building Permit</p>	<p>\$</p>	
<p>b) Surveying, earthworks and pre-lay of underground</p>	<p>\$</p>	

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utilities		
c) Supply of transportable house	\$	
d) Transportation and unloading of transportable house	\$	
e) Installation of transportable house and external fixtures such as porch, garage/carport and alfresco area (including labour, travel and accommodation)	\$	
f) Connection of electrical, water, sewerage, phone, gas within house	\$	
g) Connection of utilities to service providers reticulation (power, water, telecommunications)	\$	
h) Landscaping, garden reticulation installation & programming and paving	\$	
i) Pest control and treatment	\$	
j) Final clean and key cutting	\$	
Grand Total	\$	