

Heart of the Stirlings



SHIRE OF GNOWANGERUP

TENDER REGISTER

Tender No.	RFT2023-6	Tender Title	Road Repair & Reinstatement Work.
Brief description of goods or services required:	storm damage repairs - DRFA WA		
Particulars of the decision to invite tenders:	Delegation & budget		
Advertisement Details (attach copy of advertisement):	WA - The West Australian June 24th 2023. Website + Facebook Newslette		
Closing Date and Time:	Original - 28th July 2023 Extended - 4th August 2023.		
Opening Date and Time:	7th August 9:20am.		
Opened in the presence of:	NAME:	SIGNATURE:	
	Damon Lukin		
	Chiara Galbraith		
Tenderers' Name			
AA Contractors			
Fulcher Contractors			
Keilor Contracting			
Linkup Pty Ltd			
Riverhill Contracting			
MC Civil Contractors			
# WCP Civil			
WS Richardson			
Tender awarded by:	DATE OF COUNCIL MEETING	COUNCIL MINUTE NO.	

Heart of the Gherlings



SHIRE OF GNOWANGERUP

TENDER REGISTER

Council	OM 25 Oct 24 11.3	# 1023.70
Name of Successful Tenderer(s):	Fulcher Contractor	
Amount of Successful Tender(s):	\$ 220,940 (GST excl.)	

EDUCATION AND TEACHING



Salvado
Catholic College
PEACE, JUSTICE, COMPASSION

English Teacher

to commence Term 3, 2023

Visit www.salvado.wa.edu.au for application details

4771684

Local Govt Vacancies



WORKS & SERVICES

Package to \$191,750 and lifestyle?

Generous benefits include free housing and all utilities, executive vehicle with private garage, and a relocation allowance to 15.5% superannuation and relocation allowance.

This is a senior position with responsibility for civil works, parks/gardens and construction. The position will be well regarded and should be outlined in your Resume.

You are not required to address the selection criteria however a detailed CV should be provided. Applications for this position are open until a suitable candidate is identified. This means the vacancy may close without notice. If you are interested in this position, we highly recommend you apply as soon as possible.

Please contact Ms Felicity for an application package. Telephone 9980 0600 Email: ea@meekatharra.wa.gov.au

KJ Matthews
Chief Executive Officer

Local Govt. Tenders

MECHANIC

Cash component up to \$112,500.00

Do you have what it takes to live and work in a fantastic small community, just a day's drive from Perth?

Are you looking to be rewarded with dynamic staff benefits second to none?

Working with very modern plant and equipment, this exciting opportunity exists to join the Shire of Sandstone's newly formed 'Verde' Depot and interesting pro-active environment. This pro-active role, which reports directly to the Chief Executive Officer, is a permanent full-time position. Council has recently migrated



REQUEST FOR TENDER

MANUFACTURE AND DELIVERY OF REINFORCING STEEL

TENDER NO. RFT2001166

Tender documents are available on the e-tendering portal: <https://portal.tenderlink.com/cityofperth> and must be lodged in this e-tendering Portal.

Contact Georg Molnar on (08) 9461 3703 or georg.molnar@cityofperth.wa.gov.au

The City of Perth encourages Aboriginal and Torres Strait Islander businesses, as well as businesses with connections to tender for work with us.

Tenders close 2:00pm, Wednesday 25 July 2023. Late tenders will not be accepted.



RESOURCE RECOVERY GROUP

Request for Proposal

COMPOST FACILITY CIVIL WORKS

REQUEST FOR TENDER NO: T2023/02

Contractors experienced in decommissioning and removal of existing assets. RRG's Composting Facility is currently undergoing a process and parts of the facility require modifications.

- Remove existing concrete
- Push walls construct
- Associate ground slab works
- Concrete ramp install; and
- Concrete pit fill; and

RRG's Waste Composting Facility building is located at the Resource Recovery Centre on Bannister Road.

Mandatory tender site visit to be held on 27 July 2023. Please register your attendance as per contact in tender documents.

Tender documents will be available on the e-tendering portal: [resource-recovery-group/](https://portal.tenderlink.com/resource-recovery-group/) Monday 26 June 2023.

Tenders must be electronically uploaded to Tenderlink not later than 2:00pm (AWST) Tuesday 18th July 2023. Late tenders will not be considered.

Please direct all queries to the tenderlink online forum or for information on accessing the portal, email group.com.au

Tim Youe
Chief Executive Officer



TENDER NO. RFT 2022-23-19 BULK WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF NEDLANDS

The City of Nedlands (City) invites tenders from suitably licensed and experienced providers of Bulk Waste Collection and Disposal Services. The scope of work includes Bulk Waste Collection (hardwaste, greenwaste, e-waste, and mattresses), and Disposal of Bulk Waste, and Division from Landfill.

Tender documents are available for download at the following address: <https://portal.tenderlink.com/nedlands> or by contacting Bruce Lorimer, Core Business Australia via the Portal. Only questions uploaded to the Tender forum will be responded to.

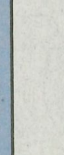
To be considered, Tenders must be received prior to the tender deadline and submitted to the Tenderlink Portal at <https://portal.tenderlink.com/nedlands/>

Late Tenders will not be accepted. Facilities accepted. The City of Nedlands does not intend to submit a Tender.

Deadline for Tenders to be submitted is 2:00pm AWST, Thursday 13th July 2023. The lowest or any Tender will not necessarily be accepted. Canvassing of Councilors or employees will disqualify.

Bill Parker
Chief Executive Officer

Local Govt. Notices



ROAD REPAIR AND RESTATEMENT WORKS

The Shire of Nowawangeup invites tenders for the following: ROAD REPAIR AND RESTATEMENT WORKS

Tender documents are available on the e-tendering Portal: <https://portal.tenderlink.com/nowawangeup> Or request via tenders@nowawangeup.wa.gov.au or phone (08) 9827 1007

Contact person: Manager of Tenders tenders@nowawangeup.wa.gov.au

Submissions can be made: Via Electronic Tender Box: <https://portal.tenderlink.com/nowawangeup> and emailed submissions will not be accepted.

Tenders close 2:00pm (AWST) Friday 28th July 2023. Late tenders will not be accepted.



BUSINESS PLAN - EAST FREMANTLE OVAL PRECINCT FACILITY OPERATOR

As per the requirements set out under Section 4.59 of the Business Plan for a major trading undertaking has been prepared to facilitate East Fremantle Oval Precinct Facility Operator.

The business plan is available on the Town's website at www.eastfremantle.wa.gov.au and will be closed for submissions on 7 August, 2023. Submissions can be delivered to the Town's Administration Centre, 135 Canning Highway, East Fremantle. It can be contacted by email at admin@eastfremantle.wa.gov.au or emailed to admin@eastfremantle.wa.gov.au

Submissions about the Business Plan can be made to the Acting Chief Executive Officer, Town of East Fremantle, 135 Canning Highway, East Fremantle, WA 6155. Submissions can be delivered to the Town's Administration Centre, 135 Canning Highway, East Fremantle, WA 6155 or emailed to admin@eastfremantle.wa.gov.au

Council seeks the input of its community as an integral part of the decision-making process.

Andrew Malone
Acting Chief Executive Officer



NOTICE OF INTENTION TO LEASE LAND MINIMUM PAYMENTS

In accordance with Section 136 of the 1995 Act, notice is hereby given of the Shire of Serpentine Jarrahdale's intention to lease land in the following categories for the 2023/2024 financial year.

Proposed 2023/2024 Differential Rate Category

GRV Residential Minimum Rate: \$1,401

GRV Commercial/Industrial Minimum Rate: \$1,462.26

UV General Minimum Rate: \$1,591

UV - Rural Residential Minimum Rate: \$2,022

UV - Commercial/Industrial Minimum Rate: \$2,129

UV Intensive Farming Minimum Rate: \$3,068

The figures shown above are estimates only and may change as a result of the consideration of any objections received from electors and ratepayers.

A statement of objectives and reasons for adopting these rates at the Shire of Serpentine Jarrahdale Administration Centre, 6 Canning Highway, East Fremantle, between 8:30am and 5pm, Monday to Friday. View the documents and make your submissions to www.yoursay@serpentine.wa.gov.au/ budget23

Written submissions are to be received no later than 5pm, Monday 17 July 2023 and should be addressed to: Chief Executive Officer, Shire of Serpentine Jarrahdale, Differential Rate Submission, MUNDIJONG WA 6123

Paul Martin
Chief Executive Officer



NOTICE OF INTENTION TO LEASE LAND MINIMUM PAYMENTS

In accordance with Section 136 of the 1995 Act, notice is hereby given of the Shire of Wandering's intention to lease land in the following categories for the 2023/2024 financial year.

Proposed 2023/2024 Differential Rate Category

OUTDOORS, INDOORS, TRADES AND SERVICES

To advertise in this section call 9482 2487 or email jacinda.gordon@wanews.com.au

B BRICK RESTORATION

Cracked Walls? - Leaning Columns? Require Underpinning?

Call **Jettis Building Services - 1800 222 101**
Remediation specialists with over 35 years experience
All work guaranteed for 15 years
See additional information and customer comments at www.jettisbuildingservices.com

C CEILINGS

SAGGING CEILINGS

40 YEARS EXPERIENCE
SAVE ANY CEILING
We ARE the cheapest

Call **0410 870 709**

G GUTTER SERVICES

NOBLE ROOF RESTORATION AND REPAIRS

Free Quotes Servicing All Areas
THE ROOFING EXPERTS
SPRING SPECIAL & SENIOR DISCOUNT AVAILABLE!

Roofing Services

- All Roof Maintenance & Repairs
- High Pressure Cleaning
- Ridge Capping / Pointing
- Dulux / Nutech Roof Coatings
- Roof Extensions
- Re-Roofing

Gutter Services

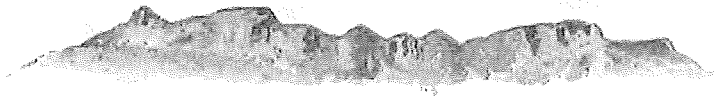
- Gutter & Downpipe Replacement
- Valley Tray & Flashing Replacement
- Fascia & Eave Sheet Replacement
- Box Gutter Replacement
- Soakwell Installation

4671525

June 23 2023

Shire of Gnowangerup News

Heart of the Stirlings



SHIRE OF GNOWANGERUP BORDEN GNOWANGERUP ONGERUP

The Shire of Gnowangerup invites submissions for the following:

REQUEST FOR TENDER

ROAD REPAIR AND REINSTATEMENT WORKS

TENDER NO. RFT2023-6

Tender documents are available from the Shire of Gnowangerup's e-Tendering Portal:
<https://portal.tenderlink.com/gnowangerup> and can be lodged through this portal.
Alternatively, please email the Shire at tenders@gnowangerup.wa.gov.au
Or phone (08) 9827 1007 to request the tender documents.

Contact person: Manager of Works on 08 9827 1007 or tenders@gnowangerup.wa.gov.au

Submissions can be made -

Via Electronic Tender Box ETB: <https://portal.tenderlink.com/gnowangerup>

Postal, in person, facsimile and emailed submissions will not be accepted.

Tenders close 2.00pm (AWST) Friday 28th July 2023. Late tenders will not be accepted.

David Nicholson

Chief Executive Officer

Ongerup Grapevine

June 22nd 2023



COMMUNITY NOTICES



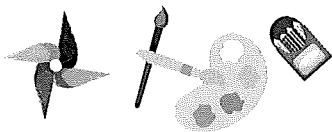
DRUM MUSTER Friday 23 June at the Ongerup Tip at 2pm proceeds to Little Learners. For further information please contact Gerald Slee 0428 282013

GNOWANGERUP SHIRE NEWSLETTER Any community events or information you would like to go onto shire website please contact Donna at the Shire office. donna.rodney@gnowangerup.wa.gov.au or 98271 007

LIBRARY SERVICES: Ordering of books to borrow is not available until the new library system has been put in place later in July.

HOUSE TO RENT: Three bedroom house to rent in Ongerup - older couple preferred. Contact Michael 0429 356022

BUSY TODDLERS Term 2 last session on Thursday 29th June 10 am. Craft supplies, nibbles and fruit juice provided. Parental supervision essential.



Happy Birthday

JUNE / JULY

- * 24TH SARAH HYDE
- * 26TH GEORGE CARPENTER
- * * 5TH CLAIRE FLAVEL * *
- * 10TH HAZEL-MARIE STEPHENS
- * 18TH SALLY HARDING
- * 24TH AVA HARDING
- * 25TH GRAEME SAVAGE
- * 25TH CAROLINE HOUSE

Blake's Memorial Service
Ongerup Sports Pavilion 11am
Sunday June 25th please
come and help us remember
his wonderful life with us

Local schools NAIDOC event

Gina Williams and Guy Ghouse wrote a song together with the local school children reflecting our area and also taught the group some Noongar language. The song was then performed at Gnowangerup school on Thursday morning



It's certainly winterthe Noongar season is Makuru

The winter solstice, also called the hibernal solstice, occurs when either of Earth's poles reaches its maximum tilt away from the Sun. This happens twice yearly, once in each hemisphere. Also called: Midwinter; the Shortest Day; the Longest Night. From Wikipedia.

Significance: Astronomically marks the beginning of lengthening days and shortening nights

Frequency: Twice a year (once in the northern hemisphere, once in the southern hemisphere, six months apart)

What time does the solstice happen ? It depends where you live.

In the eastern and central states it is just after midnight on Thursday, 22nd June. But in WA the solstice falls just before midnight on Wednesday 21st June.

For those with an astrological bent, the sun moves from Gemini into Cancer on that exact point of the solstice and the moon is moving through the Leo constellation.

The good news is that the days will be getting longer from now on!



FOR OUR ELDERS

NATIONAL NAIDOC WEEK 2-9 JULY 2023

Make the Best In-Season Nutrient Decisions



Using nutrient Fuel Gauges and inSITE Plant Analysis, your local Area Manager can help you make the best in-season nutrient decisions.

Speak with Andrew today!

Andrew Wallace, Area Manager - Albany

Mobile: 0427 083 820

Email: awallace@summitfertz.com.au



June 28 2023

Heart of the Stirlings



SHIRE OF GNOWANGERUP
BORDEN GNOWANGERUP ONGERUP

The Shire of Gnowangerup invites submissions for the following:

REQUEST FOR TENDER

ROAD REPAIR AND REINSTATEMENT WORKS

TENDER NO. RFT2023-6

Tender documents are available from the Shire of Gnowangerup's e-Tendering Portal: <https://portal.tenderlink.com/gnowangerup> and can be lodged through this portal. Alternatively, please email the Shire at tenders@gnowangerup.wa.gov.au Or phone (08) 9827 1007 to request the tender documents.

Contact person: Manager of Works on 08 9827 1007 or tenders@gnowangerup.wa.gov.au

Submissions can be made -
Via Electronic Tender Box ETB: <https://portal.tenderlink.com/gnowangerup>

Postal, in person, facsimile and emailed submissions will not be accepted.

Tenders close 2.00pm (AWST) Friday 28th July 2023. Late tenders will not be accepted.

David Nicholson

Chief Executive Officer



PRE-KINDY PROGRAM

Nobarach Childcare Centre,
Gnowangerup

Term 3, 2023
Monday 9am-3pm

**NOW
ENROLLING!**

If your child is starting school in 2024
this is the program for you !!

Through our program children will:

- ✓ develop school readiness skills
- ✓ learn the routine and structure of kindy
- ✓ develop the appropriate social and emotional behaviour's expected at kindy
- ✓ develop numeracy and literacy skills and most importantly have lots and lots of fun.

TEACHER: CAROLINE SPRIGG

I have four children and live on a farm in the Tambellup shire. I have a Bachelor of Early Childhood Education. Before I have children I was the Pre-Primary teacher at Gnowangerup District High School. I'm now the President of Gnowangerup Playgroup and Gnowangerup Smart Start, and currently the Pre-Kindy teacher at GFSA.

contact Caroline Sprigg at gfsaprakindy@outlook.com or 0427614569 for the enrollment

Cost:
\$1.00

Next Edition

July 7th 2023

Publication Cut off

Date:

July 5th @

12 NOON

In Between

June 23rd

In The Gnow - Update

Volume 14

Issue 12

The Gnowangerup CRC

Email: manager@gnowangerupcrc.com.au

Phone: 9827 1635

Opening Hours - Monday to Friday 8.30am to 4.30pm

Gnowangerup
Community
Resource
Centre
Your local connection

For Our Elders

NAIDOC Week

2-9 JULY 2023

#NAIDOC2023 #ForOurElders

[@naidocweek](#) [@naidocweek](#) [facebook.com/NAIDOC](#)

For Our Elders, Bobbi Lockyer

Where there is knowledge there are our Elders. Our Elders paved the pathways for us, taught us our knowledge, our history, they passed down their art, stories and wisdom. Our Elders are the foundation of our communities and role models for our children. With this poster I wanted to showcase how important our Elders are in passing down traditions and culture to our children and future.

Aboriginal Flag designed by Mr Harold Thomas. Torres Strait Islander Flag reproduced by kind permission of



naidoc.org.au



11.3	REQUEST FOR TENDER RTF2023-6 - AGRN973 STORM DAMAGE
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	5 October 2023
Business Unit:	Asset & Infrastructure
Officer:	Barry Gibbs - Acting Executive Manager Assets and Infrastructure
Disclosure of Interest:	Nil

ATTACHMENTS:

1. Tender Assessment – Confidential
2. Tender Evaluation – Confidential

PURPOSE OF THE REPORT

To consider the tender RFT2023-6 submissions for storm damage road repairs approved by Disaster Recovery Funding Arrangements Western Australia (DRFAWA) and to accept the submission that provides the best value to the Shire.

BACKGROUND

Between 20-21 June 2021 severe weather and associated flooding across the South Coastal District cause damage to a number of shire road assets. The Shire was successful in obtaining funding approval for 12 roads listed below:

- Corackerup Road.
- Coromup Road
- Foster Road
- Godfrey Road
- Hart Road
- Holden Road
- Borden Bremer Bay Road
- Mindarabin Road
- Moorse Dam Road
- O’Neil Road
- Oakdale Road
- Pandalup Road

COMMENTS

The Shire received seven (8) tender submission of which one was non-compliant. Most of the remaining tenders have experience in storm damage repairs and have previously undertaken work for the Shire.

The tender evaluation was based on:

Price and price structure (score lowest to highest)	40%
Past experience/performance working with contracts of similar nature (score 1-8)	30%
Past experience working in a Local Government environment (score 1-8)	30%

The following contractors have submitted a tender:

Contractors
Fulcher Contractors
WCP Civil
WS Richardson
AA Contractors
Riverhill
MC Civil
Linkup
Keilor

CONSULTATION

Damon Lukins – ex Works Manager

LEGAL AND STATUTORY REQUIREMENTS

Due to the estimated cost prior to tender for works exceeding \$250k the purchasing policy requirements the shire to proceed to tender, pursuant to r.11 of the *Local Government (Functions and General) Regulations 1996*.

POLICY IMPLICATIONS

4.1 Purchasing Policy – supply of good and services – Over \$50,000 and up to \$250,000 (over 3 year period)

4.9 Buy Local Policy – Regional Preference - The Maximum price reduction allowed is \$5,000.00 (\$100,000 x 5% = \$5,000). As the value of the preferred tenders exceeded the value of \$100,000 the policy will not apply.

Note: The Preferred contractor (Fulcher Contractors) are a family owned business with a large staff and contingent of trucks and earthmoving equipment operating from Mount Barker in the Great Southern of Western Australia to which the Policy would apply.

FINANCIAL IMPLICATIONS

Nil, if works are approved by DFES for storm damage repairs.

STRATEGIC IMPLICATIONS

INTEGRATED STRATEGIC PLAN

Our Infrastructure

Community Priority

3.2. We prepare and maintain our assets for current and future community use.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Risk in not accepting the officer's recommendation:

Primary Strategic Risk Category	Financial Sustainability
Description	Inability to maintain service and infrastructure levels for the Shire. Loose the Disaster Recovery Funding Arrangements Western Australia (DRFAWA) Increase in rates
Residual Risk: (Low, Moderate, High, Extreme)	Moderate
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Major
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Possible

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Council may wish to withdraw the tender and undertake the work using the shire's day labour workforce, as part of the normal road maintenance program. This would increase compliance documentation to DFES from the Shire with limited benefit to the community.

CONCLUSION

The recommendation is to accept the tender from Fulcher Contractors for RFT2023-6 - Storm Damage Road Repairs.

VOTING REQUIREMENTS

Absolute Majority

COUNCIL RESOLUTION:

Moved: Cr Peter Callaghan

Seconded: Cr Rebecca Kiddle

1023.70 That Council Authorises:

- 2. The CEO to accept the tender from Fulcher Contractors for \$220,940.00 (gst excl) for the road reinstatement work based on RFT2023-6.**

CARRIED BY ABSOLUTE MAJORITY: 7/0

For: Cr Kate O' Keeffe, Cr Rebecca O'Meehan, Cr Rebecca Kiddle, Cr Lex Martin, Cr Peter Callaghan, Cr Michael Creagh, Cr Greg Stewart.

Against: NIL

Request for Tender (RFT):

**STORM RECOVERY ESSENTIAL PUBLIC
ASSET RECONSTRUCTION WORKS (EPAR)**

Closing Submission Time:

2pm (AWST) 28th of July 2023

Address for Delivery:

Via Electronic Tender Box ETB:

<http://portal.tenderlink.com/gnowangerup>

RFT Number:

RFT2023-6

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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 or is attached as part of this Tender document.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Closing Submission Time:	The Closing submission time 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 <i>Supply of Goods and/or Provision of General Services</i> provided or nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Gnowangerup ('The Shire')
Request for Tender or RFT:	This document.
Requirement:	The Services, Equipment and Labour requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The specific requirements of the contract 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.

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*).
- Schedules – (*complete and include / return with Part 5*)

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

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) 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 the Tender before the closing submission date and time.

1.4 Contact Persons

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

Name:	Damon Lukins – Manager of Works
Telephone:	0439 791 925
Email:	gnpshire@gnowangerup.wa.gov.au

1.5 Customs Duty

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

1.6 Site Allowances

This Contract is not subject to adjustment for Site allowances.

1.7 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Closing submission time. The Closing submission time for this request is **2pm (WST) 28th of July 2023** the Tender shall be lodged as follows:

- Electronic Submission Tender Box - <http://portal.tenderlink.com/gnowangerup>

Tenderers must ensure that they have provided signed copies of their Tender. All pages must be numbered consecutively, and the Tender must include an index. Any brochures, pamphlets or supplementary documents can be attached separately.

1.8 Rejection of Tenders

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

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

1.9

Late Tenders

Tenders received:

- a) After the Closing submission time; or
- b) In a place or method other than that stipulated in this Request;

will not be accepted for evaluation.

1.10 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.

1.11 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 be advised that no Tender was accepted.

1.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the close of submission. Any accepted Tenders shall remain valid for a two-year period with the option of a one-year extension at the agreement of both Parties.

1.13 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, including the Special Conditions of Contract will have precedence.

1.14 Alternative Tenders

All Alternative Tenders must 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 or added 'General or other Conditions of Contract' shown on the reverse side 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'.

1.15 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.

1.16 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 Closing submission time.

1.17 Risk Assessment

The Principal may have access to 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 to otherwise meet 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.

1.18 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.

1.19 Selection Criteria

The Contract may be awarded to a *sole or more than one* Tenderer(s) 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.

A Tender demonstrating 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.

1.20 Compliance Criteria

These criteria are detailed within Part 5 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.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 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.

1.22 Value Considerations

The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer; and
- b) the pricing submitted by each Tenderer.

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (eg: the lifetime operating costs of goods or the Principal's Contract management costs may also be considered in assessing the best value for money outcome).

1.23 Regional Price Preference

Council Policy 4.9 – Buy Local Policy - Regional Price Preference is applicable to this tender. A copy of the policy is available on the Shire's website www.qnowangerup.wa.gov.au.

1.24 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Hence variation mechanism's such as Rise and Fall are not applicable.

Tendered prices are to exclude Goods and Services Tax (GST). The GST will be added by the Principal.

1.25 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.

1.26 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvassing of any of the Principal's Councillors or Shire 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 canvasses having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.27 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 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 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.

1.29 Tender Opening

Tenders will be opened in the office of the Principal, following the advertised Closing submission time. 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 Closing submission time 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 in Gnowangerup on or as soon as practicable after the closing date for submissions.

1.30 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 Goods and Services Tax (GST).

1.31 In House Tenders

The Principal does not intend to submit an In-house Tender.

2 Specification

2.1 Contract Requirements in Brief

This Contract is for a suitably qualified civil contractor to undertake repair and reinstatement of road and drainage infrastructure that was caused by the storms and associated flooding that occurred across the Shire of Gnowangerup in June of 2021.

The works are required to be completed to certain standards as required by the funding agreement and detailed below. The Principal will provide a supervisor and/or site leading hand who will be responsible for working closely with the Contractor to ensure compliance with the funding agreement as well as efficient use of resources.

The works associated with this Contract are expected to commence within one month of the Tender being awarded and are to continue for a period as outlined in Clause 3.2.

A full statement of the services required under this proposed Contract appears under sections 2.4 to 2.6 of this Part 2 Specification.

2.2 Introduction and Objectives

The objectives of the Contract include the following:

- 2.2.1 To complete pavement and drainage reinstatement of the below mentioned roads from damaged by a Storm event.
- 2.2.2 To undertake the specified works in a safe, cost effective and efficient manner as directed by the Superintendent's representatives in order to achieve an acceptable standard of performance in accordance with industry standards and standards required by this specification.
- 2.2.3 To maintain regular and effective communication between the Contractor, Principal's Superintendent and the Superintendent's representatives to ensure compliant delivery of the services required under the Contract.

2.3 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's Representative / Superintendent: Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract. This includes the Shire of Gnowangerup's Manager of Works.

Works or Services: Means the Services, which the Contractor is required to provide to the Principal under the terms of the Contract.

Superintendent's Representative: Site Representative(s) to be known as Supervisors or Site Leading Hands, will be appointed and provided separate to the RFT.

2.4 Scope of Work

The Principal requires repair and reinstatement works to be carried out on the roads indicated in the table below.

Road Name	Location (SLK)	Repair or reinstatement
Borden Bremer Bay Road	SLK 26.15 to 34.04	Drain Reinstatement, culvert clean.
Corackerup Road	SLK 4.9 to 5.02	Medium Grade.
Coromup Road	SLK 1.22 to 7.25	Medium Grade.
Foster Road	SLK 0.4 to 15.0	Medium Grade, drain reinstatement.
Godfrey Road	SLK 0.89 to 1.27	Medium grade, pavement repair.
Hart Road	SLK 1.67 to 4.5	Medium grade, gravel resheet (SLK 3.95 to 4.0)
Holden Road	SLK 0.16 to 0.54	Shoulder reinstatement.
Mindarabin Road	SLK 3.16 to 5.41	Medium grade.
Moores Dam Road	SLK 0.38 to 8.15	Gravel resheet.(SLK 0.38- 0.40), silt removal.
O'Neil Road	SLK 1.13 to 1.71	Drain reinstatement.
Oakdale Road	SLK 2.05 to 2.15	Drain reinstatement.
Pendalup Road	SLK 3.23 to 3.34	Scour protection repair, gravel resheet (SLK 3.23 to 0.34)

The appropriate plant and equipment shall be used, including but not limited to the following;

- Trucks – side tippers
- loaders
- excavators
- mini excavators
- graders
- rollers
- low loaders etc

The tenderer shall submit itemised prices for all of the plant and equipment used.

All items to be used are to be listed with the appropriate rates on the Tender Form. The Tenderer is to allow for any travel, accommodation, mechanical servicing/repairs and/or other allowances in the hourly rate based on a 9-hour day over a 9-day fortnight. The tenderer will only be paid for the hours the machinery is worked on site.

Mobilisation and demobilisation of plant will be paid separately to the above, the Contractor is to specify these costs on the price schedule within the tender document.

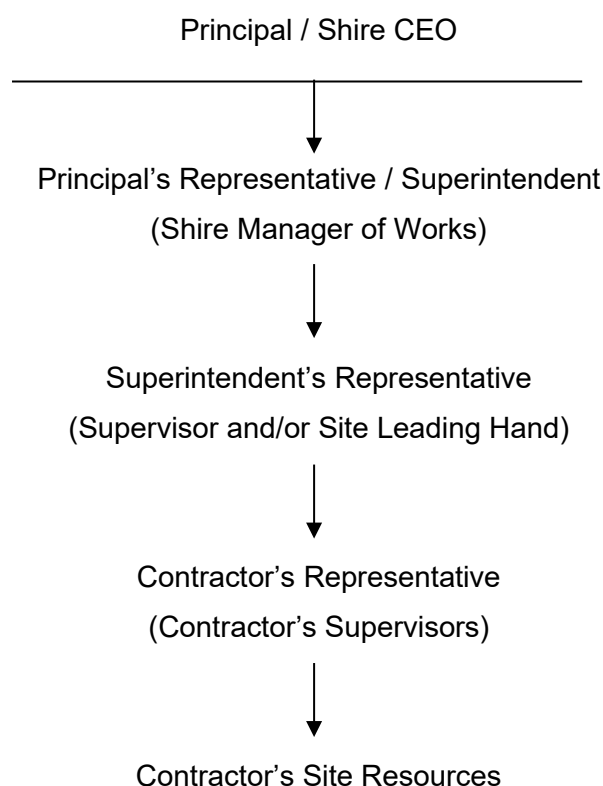
The Supervisor and/or Leading Hand will work closely with the respective Contractor on site to ensure the productive allocation of resources for the efficient delivery of works in accordance with the scope of supply, standards and specifications. The respective responsibilities of the Contractor's Supervisor and/or Leading Hand are detailed under Section 2.5.3.

Proposed works to be undertaken under this Contract including gravel sourcing, material cartage, maintenance and construction grading, drainage installation, rehabilitation etc.

2.5 Specific Requirements of the Contract

2.5.1 Contract Management Details

Project management structure will be as follows:



2.5.2 Works, Claims and Payments Process

Works under this RFT will be planned, programmed and undertaken via the following process:

- 2.5.2.1 Prior to commencement of works on site, an initial 'kick-off' meeting will be held at the Shire Depot to discuss the scope of works, the works process, initial overall planned scheduling of works, documentation (including responsibilities for recording) and any other specific logistical matters relevant to the Contract. All parties listed in the management structure above will be represented at this initial 'kick-off' meeting.
- 2.5.2.2 The Superintendent and Site Leading Hand will routinely inspect, with the Contractor's Supervisor, the scheduled works to ensure it is in accordance with the funding agreement.

Claims and payments for this Contract will be processed as follows;

- Tendered hourly rate for various items of Plant & Equipment (including operator) to be itemised. This will be multiplied by the estimated number of productive hours in use. All this should be itemised in the price schedule.
- The cost of providing and maintaining plant, servicing and refuelling vehicles is to be allowed for in tendered plant rates for other items of plant and will be paid as part of productive plant hours. There will be no separate hourly rate applicable to these plant servicing items.
- Tendered hourly rate for Labour only to be itemised.

- Mobilisation of items of road construction plant to the Project site (including allowance for demobilisation) is to be paid on a 'per item of plant' basis. The tendered rate for mobilisation is to include allowance for the eventual demobilisation of that item of plant from the Project site. Mobilisation rates shall be itemised in the price schedule.
- Costs of all other General items including accommodation and messing, compliance with legislation and statutes and insurances are to be itemised separately.

Invoices submitted with claims for payment shall quote the relevant purchase order number and be accompanied by copies of signed timesheets as described under Section 2.5.10. Claims are to be submitted on a fortnightly basis and the corresponding payment will be processed within 30 days following receipt of a compliant claim. Copies of daily docket are to also be made available as part of the claims authorisation process.

Monitoring of productivity, efficiency and works progress by the Superintendents Site Representative will be critical hence it is essential that all required records are continually documented and submitted by the Contractor in accordance with Section 2.5.10. Any failure to achieve and maintain acceptable rates of productivity, efficiency and works progress, whilst also achieving acceptable work standards, will be dealt with in accordance with Section 2.5.3.

2.5.3 Supervision and Performance

The respective roles and responsibilities of the Superintendents Site Leading Hand, Contractor / Contractor's Supervisor and the Superintendent with respect to supervision and performance management are as follows:

2.5.3.1 Superintendents Site Leading Hand

The Superintendent and Site Leading Hand will routinely inspect, with the Contractor's Supervisor, the scheduled works to ensure it is in accordance with the funding agreement.

The Superintendents Site Representative will be responsible for continual monitoring of Contractor performance by way of work standards, productivity, efficiency and works progress against scheduled works and required standards per Section 2.5.7. Responsibility extends to close liaison with the Contractor's Supervisor in the first instance to identify and resolve any performance issues. Failure to resolve performance issues on site will result in escalation and notification to the Superintendent for further action in accordance with the Conditions of Contract.

Performance issues may include, for example missing or late arrival of plant items nominated to be used resulting in non-productive or inefficient use of other items of plant whereby the value of those lost or inefficient plant hours will be deducted from claimed hours.

Performance issues may also relate to Contractors personnel in terms of competence, appropriate skills and commitment towards the requirements of the Contract. Should the particular personnel issue not be resolved on site or via escalation to the Superintendent the matter may result in the Contractors non-performing personnel being discharged from the site and the Contractor subsequently being directed to find a replacement in accordance with the Conditions of Contract.

Non-compliant works will be subject to re-work as directed by the Superintendents Site Leading Hand and all such re-work shall be at the Contractor's expense.

2.5.3.2 Contractor / Contractor's Supervisor

The Contractor's Supervisor will also be required to liaise closely with the Superintendent and Site Leading Hand. This includes participation in joint inspections, resource identification to meet agreed works schedules and receiving and agreeing to written instructions from the Superintendent and Site Leading Hand.

Responsibilities of the Contractors Supervisor extend to monitoring and addressing any Contract performance issues by way of work standards, productivity, efficiency and works progress against scheduled works and required standards per Section 2.5.7 as well as close liaison with the Superintendents Leading Hand to resolve.

The Contractor's Supervisor is also responsible for the performance and conduct of all Contractor personnel on site throughout the duration of the Contract as well as cooperating with the Superintendents Site Leading Hand to resolve any performance issues with any of the Contractors personnel.

2.5.3.3 Superintendent

The Superintendents role and responsibility is to administer the Contract in accordance with the Terms of the Contract and the Conditions of Contract. That involves close liaison and communication with the Superintendents Site Leading Hand including regular visits to site. The Superintendent will also be responsible for convening, attending and conducting regular Contract progress meetings with the Contractors Representative and Principals Representative (as required).

In the event that Contractor performance issues are escalated from the Principal's Superintendents Site Leading Hand to the Superintendent, contact will initially be made with the Contractor in accordance with the Conditions of Contract in an endeavour to resolve. Should that not result in resolution of performance issues then a possible outcome would be a recommendation to the Principal to terminate the Contract in accordance with the Conditions of Contract.

The Superintendents role also includes assessment and approval of Contractors claims based on Contractor submitted invoices. If invoices have inconsistencies from that of the contract price, the Contractor will be notified by the Superintendent. A claim will be deemed compliant upon rectification of any errors and re-submission of amended invoices.

The Superintendent is also responsible for issuing progress reports to the Principal with reference to Contractors progress and performance and related Contract and project costs including reconciliation of costs against Contractors claims.

2.5.4 Plant and Operators

2.5.4.1 Machinery and Equipment

The Contractor shall ensure that all items of plant and equipment mobilised to site are fully licensed for their particular use and maintained, serviced and operate in compliance with manufacturers and suppliers operating guidelines. The Contractor shall also comply with all legislative and regulatory requirements relevant to the activities proposed to be conducted. These requirements may include but are not necessarily limited to:

- Current road train permits (to be carried in the vehicle) relevant to public roads proposed to be used
- A functioning machine hour meter
- Flashing amber beacons appropriately mounted and maintained for visibility

- Two-way radio communications
- Fully enclosed air-conditioned cabins fitted with approved roll over protection structure.

Failure to comply with these requirements will deem the particular item of plant unable to be retained on the work site.

The Contractor shall be responsible for ensuring that plant and equipment is maintained to a safe, efficient and reliable condition. Plant and equipment shall be regularly and routinely maintained to negate or minimise the risk of machinery breakdown thereby avoiding down time.

The storage of plant on site shall be the responsibility of the Contractor, the Principal shall **not** be responsible for the item of plant being mishandled including any damage, theft or vandalism.

2.5.4.2 Operator Competencies

All operators of plant and equipment must hold current licenses and qualifications relevant to the works being undertaken and be suitably qualified, skilled and competent to operate in compliance with Worksafe Regulations, Industry and WHS standards and any other relevant legislative and regulatory requirements. All operators must have been trained in safe work practices associated with roadworks on public roads including accreditation (for appropriate personnel) in traffic management and knowledge of the traffic management plan associated with the works of this Contract.

Details of operators' proficiencies, certifications and licenses etc. are to be provided with the tender submission as part of the response to Qualitative Criteria 'Key Personnel Experience and Overall Capacity'

Regular toolbox meetings will be conducted by the Superintendent. Attendance is compulsory for all Contractor personnel on site. Minutes of those meetings will be recorded and maintained for presentation.

2.5.5 Materials

The supply of all material including gravel, aggregate, water, rock spalls etc (as required) shall be supplied by the Contractor.

2.5.6 Messing and Toilets

The Contractor shall be responsible for the provision, set up and maintenance of all messing, toilets, and ancillary facilities including power and water for the support of Contractor personnel and any sub-contractors associated with the Contract works.

Any facilities provided within the project are always to be maintained in a clean and hygienic condition and kept free of rubbish. The location and size of the facilities are to be approved by the Superintendent who will also be responsible for the approval of any rehabilitation works. Particular attention will be paid to re-instatement of the natural environment to a condition which promotes re-growth of vegetation.

2.5.7 Construction Standards

The works shall generally be undertaken in accordance with the requirements outlined within this tender.

2.5.7.1 Set Out of Works

The setting out of works will be arranged by the Superintendent (including provision of materials).

2.5.8 Traffic and Safety

Prior to the commencement of works on site the Contractor shall be required to provide a Traffic Management Plan (TMP) specific to the relevant works. The TMP shall be compliant with the requirements of the current versions of Austroads Guide to Traffic Management, MRWA Code of Practice - Worksite Traffic Management for Works on Roads and AS 1742.3 Manual of uniform traffic control devices - Traffic control devices for works on roads. The TMP shall be certified by an appropriately accredited person. The TMP shall be signed off by the Superintendent prior to any commencement of work.

The Contractor shall have sole responsibility for supply, erection, maintenance and removal of all temporary roadworks and warning signs and any ancillary control devices as stipulated in the approved TMP. All items of plant working on or near the public road shall be fitted with appropriate safety and visibility devices in accordance with Section 2.5.4.1 and such devices are to be maintained in proper working order at all times.

Any breaches of the approved TMP may result in suspension of the works and the Superintendents will have authority to do so. Any protracted breaches of the TMP and the requirements of the Contract in general relation to traffic management will be dealt with by the Superintendent under the provisions of the Conditions of Contract including the possibility of termination of the Contract.

The works undertaken by the Contractor shall be always conducted in a safe and efficient manner in accordance with all current and relevant Acts and Regulations, Local Laws, and relevant Australian Standards. These include but are not necessarily limited to the Work Health & Safety Act and Regulations and Worksafe WA Regulations.

All Operators and staff engaged by the Contractor to work on site shall receive an appropriate induction addressing all traffic, health and safety matters relevant to the works parcel and work sites in accordance with the Principles Work Health and Safety (WHS) guidelines before commencing works on site. Current and ongoing traffic, health and safety matters are to be regularly updated and addressed through ongoing interaction with staff and operators via such mechanisms as toolbox and site meetings evidenced by recorded minutes.

All Operators and staff engaged by the Contractor to work on site shall be issued with, utilise and wear the required and approved personal protective equipment (PPE) relevant to the task being performed in accordance with the relevant Sections of the WHS Act, Regulations and procedures. All PPE is to be supplied and replaced as required by the Contractor and care must be taken to ensure that all employees and other visitors to the site are not exposed to hazards.

Furthermore, an important requirement for working onsite is to provide and fit appropriate communication devices (such as two-way radios) to all items of plant and vehicles, and to always maintain them in proper working order.

The Contractor and all employees and sub-contractors are to take care not to damage assets and facilities which are located in the vicinity of or within the works sections and may include such items as signage, culverts, property gates and fences, etc. The Contractor will be responsible for replacement or re-instatement of any damaged items at the cost of the Contractor.

Aside from the specific requirements outlined in this clause all traffic and safety related matters shall to be in compliance with all relevant Legislation, Statutes and Regulations.

2.5.9 Environment

The environment in which the works of this Contract are to be conducted is sensitive and therefore it is important that the Contractors activities are undertaken in a manner so as to have minimal impact on the surrounding vegetation and environment. Equipment movements shall be restricted to those areas essential for undertaking the works. Off-road vehicle use is

to be carefully planned by utilising existing disturbed areas such as tracks and turn-around points and selecting locations for any new off-road trafficked areas where disturbance to existing vegetation is minimised. The Superintendents Site Leading Hand is to approve all off-road areas of disturbance prior to use.

Creation of dust and erosion is to be controlled and minimised by use of industry best practice mitigation measures both for off-road and on-road activities. In particular, dust generation resulting from roadworks activities on road, including side-tracks is to be minimised by use of water suppression etc.

Aside from the specific requirements outlined in this clause all operations are to be conducted in full compliance with all relevant Environmental Legislation, Statutes and Regulations.

All roadworks activities shall be carried out in an environmentally responsible manner to ensure that:

- Plant items are confined to within the road formation as far as is practicable and are not parked or moved on areas where natural vegetation exists;
- Off-road drains and levees etc. are positioned and shaped so as not to cause erosion;
- Hydrocarbon contaminants and waste are disposed of in accordance with relevant legislation and not left anywhere within the road reserve or surrounding natural environment;
- All vehicles mobilised to site be cleaned of any material carrying weeds from other locations, fungal or bacterial disease;
- Material stockpiles and parked vehicles are not located under the canopy of trees;
- Areas recognised as having declared rare flora or fauna or noxious weeds present are not disturbed.

Failure to comply with the environmental provisions of this Section may result in activities being suspended until such time as the matter is addressed. The Superintendents Site Leading Hand in the first instance shall have responsibility in this regard and should the matter not be resolved on site it will be escalated to the Superintendent for appropriate action in accordance with the Conditions of Contract.

2.5.10 Administration and Reporting

As an integral part of the Contract regular and accurate record keeping is essential noting that the funding for this project relies upon acquittal of all expenditures including the provision of evidence that funds have been spent in accordance with the funding agreement. The Contractor, Superintendents Site Leading Hand and Superintendent all have important roles to play in the administration and record keeping associated with this Contract.

The Daily Site Diary, Timesheets and Photographic records will be submitted to the Superintendent in bulk for each project. These will be used as references to substantiate Contractors claims for payment and the Principals acquittal and recoup of funding.

Apart from involvement in the Superintendents duties and record keeping the Contractor is also required to maintain daily docketts and timesheets as formal record of plant and labour utilisation and these are to be endorsed and co-signed by the Superintendents Site Leading Hand on a regular basis. There is no pro-forma provided for this record keeping however, as a minimum it needs to include the following references against every resource item used for each day:

- Road name
- Section worked on (SLK start and finish)
- Activity description

- Reference to purchase order number
- Plant item description
- Number of hours utilised
- Contracted Unit rate (excluding GST)
- Total cost of line item calculated by hours x rate for each resource item used

These records will need to be submitted together with Invoices for the Superintendent to be able to cross reference and reconcile the daily details against the total value of the Invoice.

2.6 Implementation Timetable

The works associated with this Contract are expected to commence in September 2023.

Following receipt of formal notification of award by the Principal, expected in August 2023, the successful Contractor(s) will convene in Gnowangerup to confirm Contractual arrangements, overall works schedules and to clarify administrative matters such as work dates, the names and contact details of the representatives of the various parties and the processes and deadlines associated with keeping and submission of records and claims / invoices.

3 General Conditions of Contract

The General Conditions of Contract applicable to this Tender are based on the standard WALGA template for the 'Supply of Goods and the Provision of General Services'.

3.1 Insurances

The Contractor is required to have in place the following insurances totally indemnifying the Principal against all damages or losses incurred as a result of and for the duration of the Contract works. Details of all such insurance policies are to be provided with the tender using the pro-forma at Schedule 2 together with copies of certificates of currency and these are to be included in the attachment labelled 'Risk Assessment' as referenced under Section 5.2.1 Compliance Criteria.

- WA Workers Compensation and Injury Management Act 1981 (as amended) including unlimited common law cover, including a 'principals indemnity' extension
- Construction/contract works insurance for material damage to the total contract value
- Public/Product Liability insurance cover in the minimum amount of \$20 million per incident
- Plant, Equipment and Vehicle insurance cover - the minimum being a Third Party Liability policy with \$30 million

3.2 Period of Contract and Termination

The period of the Contract will last until all the road projects have been completed.

However, in the event the Contractor fails to meet the obligations of the Contract, the Principal may terminate the Contract under the recommendation of the Superintendent and in accordance with the Conditions of Contract prior to the completion date.

4 Special Conditions of Contract

4.1 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.

4.2 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.

4.3 Materials and Work

4.3.1 Working Hours, Days and Work Cycles

The Work to be performed under the Contract will generally be confined to a five-day week, working an 8.5-hour day with weekends off.

These days as agreed by the superintendent at the initial kick-off meeting will include consideration of any legislative requirements relating to maximum number of days or hours worked continuously.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside of these approved hours.

4.3.2 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.

5 Tenderer's Offer

5.1 Form of Tender

Chief Executive Officer
Shire of Gnowangerup
28 Yougenup Road
Gnowangerup WA 6461

I/We (Registered Entity Name): _____

(BLOCK LETTERS)

of: _____

(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT2023-6 Storm Recovery Essential Public Asset Reconstruction Works (EPAR))

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) 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.	Yes / No
b) Compliance with the Scope of Work contained in the Request.	Yes / No
c) Compliance with the Start date.	Yes / No
d) Risk Assessment Tenderers must address the following information in an attachment and label it 'Risk Assessment':	Yes / No
i) An outline of your organisational structure inclusive of any branches and number of personnel.	
ii) If companies are involved, attach their current ASC company extracts search including latest annual return.	
iii) Provide the organisation's directors/company owners and any other positions held with other organisations.	
iv) Provide a summary of the number of years your organisation has been in business.	
v) Attach details of your referees. You should give examples of work provided for your referees where possible.	
vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.	
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.	
viii) Do you intend to sub-contract any of the Requirements? If Yes provide details of the sub-contractor(s) including; the name, address and the number of people employed; and the Requirements that will be sub-contracted. <i>Complete the pro-forma at Schedule 1 and include with the 'Risk Assessment' attachment for this requirement.</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.	Yes / No
x) Are you presently able to pay all your debts in full as and when they fall due?	
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.	
xii) In order to demonstrate your financial ability to undertake this Contract, include an audited profit and loss statement and balance sheet for the year ending 30 June 2022 and if available an audited profit and loss statement and balance sheet for the half year ending 31 December 2022 for each of the other proposed Contracting entities, together with a list of financial referees from your bank and/or accountant.	

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, policy number, expiry date, value and type of insurance. *Complete the pro-forma at Schedule 2 and include with the 'Risk Assessment' attachment for this requirement. Copies of Certificates of Currency are also to be attached.* If Tenderer holds 'Umbrella Insurance' please ensure a breakdown of the required insurances are provided.

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.

<p>A. Organisational Experience and Capacity</p> <p>Tenderers must address the following information in an attachment and label it 'Organisational Experience and Capacity':</p> <ul style="list-style-type: none"> - Details of similar work previously undertaken including reference to dates, value of works and time taken to complete and evidence of having achieved outcomes. - Reference sheet or list of relevant previously completed projects. <i>Complete the pro-forma at Schedule 3 and include with the 'Organisational Experience & Capacity' attachment.</i> - Provide referees who can substantiate previous experience and demonstrated capability of the organisation. <i>Complete the pro-forma at Schedule 4 and include with the 'Organisational Experience & Capacity' attachment.</i> - Demonstrated capacity of organisation to resource the work i.e. current workload vs forecast workload including this Contract. <i>Complete the pro-forma at Schedule 5 and include with the 'Organisational Experience & Capacity' attachment.</i> 	<p>Weighting < 30%></p> <p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>B. Road Construction Experience in Rural Areas</p> <p>Tenderers must address the following information in an attachment and label it 'Road Construction Experience in Rural Areas':</p> <ul style="list-style-type: none"> - Nominate specific examples and reference to road construction experience and projects. <i>Complete as part of Pro-forma at Schedule 3.</i> - Provide and include reference to any previous experience working in rural areas. <i>Complete as part of Pro-forma at Schedule 3.</i> - Provide details of any Organisational Work Health and Safety record and systems. 	<p>Weighting < 30%></p> <p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p>

<p>C. Key Personnel Experience and Overall Capacity</p> <p>Tenderers must address the following information in an attachment and label it 'Key Personnel Experience and Overall Capacity':</p> <ul style="list-style-type: none"> - Provide details of past experience of key staff including Supervisory, Administrative and operators of key items of plant (e.g. grader, dozer, field mechanic etc). <i>Complete the pro-forma at Schedule 6 and include with the 'Key Personnel Experience and Overall Capacity' attachment</i> - Provide CV's or as a minimum, employment history (including reference to projects worked on and roles undertaken), years of experience and qualifications or relevant memberships for key personnel. - Provide referees who can substantiate previous experience and demonstrated capability of key personnel. <i>Complete as part of pro-forma at Schedule 6.</i> - Provide specific reference to past experience of nominated administrative staff who will be responsible for maintaining daily plant and labour records in close liaison with the Superintendent as well as reconciling those records against timesheets and Contractors Invoicing. <i>Complete as part of pro-forma at Schedule 6.</i> - Include reference to the organisations capacity to provide back-up resources for key personnel should the need arise. <i>Complete as part of pro-forma at Schedule 6.</i> 	<p>Weighting < 30%></p> <p>Tick if attached</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>D. Extent and Condition of Road Construction Plant & Mechanical Support</p> <p>Tenderers must address the following information in an attachment and label it 'Extent and Condition of Road Construction Plant & Mechanical Support':</p> <ul style="list-style-type: none"> - Identify total numbers of each type of plant available for this project for assessment against the nominated list and numbers within the Tender schedule. <i>Complete the pro-forma at Schedule 7</i> - Nominate age or hours of each item of plant or some indication of condition or reliability. <i>Complete as part of Pro-forma at Schedule 7.</i> - Specifically detail the items of mechanical support and refuelling equipment available for this project. <i>Complete as part of Pro-forma at Schedule 7.</i> - Identify any additional or particular items of plant / attachments which are considered to have special or advantageous application to the works identified within this tender. 	<p>Weighting < 10%></p> <p>Tick if attached</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

5.3 Price Information

Tenderers must complete the following 'Price Schedule' and should ensure they have read this entire Request. This Contract shall be a Schedule of Rates and shall not be subject to adjustment for a rise and fall in costs unless agreed to by the Principal. Any claim for an adjustment of the Contract price shall be submitted in writing.

The Price Schedule is broken down into General items and then a listing. The General items are to include a lump sum for the mobilisation and demobilisation of each item of plant.

Insurances, and compliance with legislation are not to be priced individually but allowances for these items are to be included within the productive rates for each item of plant. In addition, all mechanical repairs and servicing is required to be provided, for support of all plant to ensure proper working condition at all times.

The schedule requires rates to be provided for a specified item of plant whilst in productive use.

All tendered plant and labour rates as well as amounts for General items are to be exclusive of GST. The GST will be added by the Principal later. Tender submissions which fail to satisfy these requirements may be considered non-conforming.


All rates and lump sums tendered in the Price Schedule shall be based on the working hours, days and cycles generally outlined under Section 4.4.1.

5.3.1 Price Schedule

<u>PRICE SCHEDULE – GENERAL ITEMS</u>			
Contractors Name			
	Units	Qty	Amount (\$)
Allow for all general items as follows:			
Mobilisation and Demobilisation of items of road construction plant to the Project site	per plant item	1	Itemise all Mobilisation/ Demobilisation
Allow for Plant & Equipment rates.	per hour	1	Itemise all plant and equipment
Allow for Labour	per hour	1	Itemise labour rates
Allow for Traffic Management	total sum	1	Itemise Traffic Management
Allow for all accommodation and messing	Item	1	Itemise accommodation and messing
Allow for all insurances required under the Contract	Item	1	Included in productive plant rates
Allow for compliance with all legislation, statutes and regulations	Item	1	Included in productive plant rates
Allow mechanical repairs and servicing to support all plant, to ensure proper working condition at all times	Item	1	Included in productive plant rates

**PRICE SCHEDULE –
ROADS**

Contractors Name

Road Name	SLK	Photo	Reinstatement required	Cost breakdown (\$)
Borden Bremer Bay Road	SLK 26.15 to 34.04		Drain Reinstatement, culvert clean.	Cost breakdown as per Price Schedule - General Items
Corackerup Road	SLK 4.9 to 5.02		Medium Grade	Cost breakdown as per Price Schedule - General Items
Coromup Road	SLK 1.22 to 7.25		Medium Grade	Cost breakdown as per Price Schedule - General Items
Foster Road	SLK 0.4 to 15.0		Medium Grade, drain reinstatement.	Cost breakdown as per Price Schedule - General Items
Godfrey Road	SLK 0.89 to 1.27		Medium grade, pavement repair.	Cost breakdown as per Price Schedule - General Items
Hart Road	SLK 1.67 to 4.5		Medium grade, gravel resheet (SLK 3.95 to 4.0)	Cost breakdown as per Price Schedule - General Items

Holden Road	SLK 0.16 to 0.54		Shoulder reinstatement.	Cost breakdown as per Price Schedule - General Items
Mindarabin Road	SLK 3.16 to 5.41		Medium grade.	Cost breakdown as per Price Schedule - General Items
Moore's Dam Road	SLK 0.38 to 8.15		Gravel resheet. (SLK 0.38-0.40), silt removal.	Cost breakdown as per Price Schedule - General Items
O'Neil Road	SLK 1.13 to 1.71		Drain reinstatement.	Cost breakdown as per Price Schedule - General Items
Oakdale Road	SLK 2.05 to 2.15		Drain reinstatement.	Cost breakdown as per Price Schedule - General Items
Pendalup Road	SLK 3.23 to 3.34		Scour protection repair, gravel resheet (SLK 3.23 to 0.34)	Cost breakdown as per Price Schedule - General Items

6 Schedules

Please refer to the following pages.

SCHEDULE 1 - NOMINATED SUB-CONTRACTORS (IF APPLICABLE)

The names of sub-contractors proposed to be engaged for the Contract together with relevant details are required to be listed below.

Note that all nominated sub-contractors are required to be covered under the relevant insurance requirements of the Contract and are to hold all current registrations and licenses as required by law and under the provisions of the Contract for the works to be carried under sub-contract.

Sub-contractors will not be permitted to commence work on site until evidence of compliance with these conditions is provided to the Superintendent or Superintendents Site Supervisor.

Name And Address Of Sub-Contractor	Description Of Plant Items Proposed To Be Sourced By Sub-Contract	Number Of Plant Items And Personnel To Be Sourced By Sub-Contract	Previous Similar Works / Projects This Sub-Contractor Has Been Engaged In.

SCHEDULE 2 - INSURANCES

Provide details of insurances currently held by the tenderer / Contractor (including coverage of any proposed sub-contractors) for proposed works under the Contract.

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Employee Insurance / Workers Compensation cover					
Plant, Equipment & Vehicle cover (including fire, theft and damage cover)					
Public & Product Liability cover					

Certificates of Currency to be attached

SCHEDULE 3 - PREVIOUS ROAD CONSTRUCTION EXPERIENCE

Name / Description of Project	Value (approx.)	Duration (approx.)	Client

Complete the following details and submit with 'Organisational Experience & Capacity' attachment.

SCHEDULE 4 REFEREES

Provide contact details of referees who can substantiate the Tenderer's capabilities in undertaking the works required under the Contract based on past experiences and submit with the 'Organisational Experience & Capacity' attachment

REFEREE 1

Company Name:			
Address:			
Contact Person:			
Telephone:		Email:	

REFEREE 2

Company Name:			
Address:			
Contact Person:			
Telephone:		Email:	

REFEREE 3

Company Name:			
Address:			
Contact Person:			
Telephone:		Email:	

Part 5 COMPLETE AND RETURN THIS PART

SCHEDULE 5 – CURRENT PROJECT COMMITMENTS

Complete the following details and submit with '*Organisational Experience & Capacity*' attachment.

Name / Description of Project	Start date	Project duration	Project value	Client / Contact name / Contact details

SCHEDULE 6 – KEY PERSONNEL

Complete the following details and submit with 'Key Personnel Experience and Overall Capacity' attachment.

SUPERVISORY STAFF (Including Contractors Supervisor and Leading Hands)

Name	Previous experience / projects	Previous roles / tasks	Years Exper.	Quals / Certif.	Ref. Name / Contact No	CV incl. Y/N

Part 5 COMPLETE AND RETURN THIS PART

SCHEDULE 6 (cont'd) – KEY PERSONNEL

Complete the following details and submit with 'Key Personnel Experience and Overall Capacity' attachment.

KEY OPERATORS (Including Grader & Dozer operators and Field Mechanic etc)

Name	Previous experience / projects	Previous roles / tasks	Years Exper.	Quals / Certif.	Ref. Name / Contact No	CV incl. Y/N

Part 5 COMPLETE AND RETURN THIS PART

SCHEDULE 6 (cont'd) – KEY PERSONNEL

Complete the following details and submit with 'Key Personnel Experience and Overall Capacity' attachment.

ADMINISTRATION STAFF (Responsibility for Record keeping and reporting)

Name	Previous Experience / Projects	Previous Roles / Tasks	Years' Experience	Quals / Certif.	Ref. Name / Contact No	CV Included Y / N

Part 5 COMPLETE AND RETURN THIS PART

SCHEDULE 7 - LIST OF PLANT AND RELATED ITEMS

Complete the following details and submit with 'Extent and Condition of Road Construction Plant & Mechanical Support' attachment.

Include any ancillary equipment (eg: pumps, standpipes, generators & mechanical support items etc).

Plant Item	Make & Model	Year / Age	Hour Meter Reading	Condition / Reliability