



SHIRE OF
DOWERIN
TIN DOG TERRITORY

TENDER & CONTRACT
T2024- 01
MAINTENANCE GRADING ROAD WORKS

REQUEST FOR TENDER (RFT)

MAINTENANCE GRADING ROAD WORKS

RFT NUMBER

T2024-01

ISSUE DATE

24 May 2024

CLARIFICATION DEADLINE

14 June 2024

SUBMISSION DEADLINE

21 June 2024

ADDRESS FOR DELIVERY

POST/BY HAND

13 Cottrell Street, Dowerin WA 6461

PO Box 111, Dowerin WA 6461

ELECTRONIC

tenders@dowerin.wa.gov.au

PLEASE MARK ENVELOPE OR SUBJECT LINE:

CONFIDENTIAL

RFT - 2024-01 MAINTENANCE GRADING ROAD WORKS

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Dowerin is seeking a suitable and qualified contractor to deliver maintenance grading of roads within the Shire of Dowerin. Maintenance grading is defined as grading the existing road formation (including table drain) using a grader to remove surface defects.

The contract requirements include provision of a minimum of two Graders, one Roller, Water Carting equipment and suitably skilled and experienced operators to undertake summer grading, winter grading and shoulder grading.

1.2 REQUEST DOCUMENTS

This Request is comprised of the following parts:

Part 1 – Principal's Request (read and keep this part);

Part 2 – Conditions of Responding (read and keep this part);

Part 3 – Works Specification (read and keep this part);

Part 4 – Special Conditions of Contract(read and keep this part);

Part 5 – General Conditions of Contract (complete and return this part);

Part 6 – Respondent's Offer (complete and return this part);

Part 7 – Regional Price Preference Form (respond as applicable).

2 CONDITIONS OF RESPONDING

2.1 DEFINITIONS

Addendum:	Additional information of clarification of information relating to the Request for Tender, provided by the Shire after the initial advertising date.
Assessment Criteria:	This is a set of assessment criteria. Refer to Section 6.3 SELECTION CRITERIA.
Canvassing:	Means directly or indirectly, discussing a Tender with any Councillor, or communicating with an employee of the Shire at any time in an attempt, in the Principal's opinion, to influence the decision-making process in the award of that Tender. The Tender of any Respondent involved in canvassing activity will be rejected.
Clarification Deadline:	The date and time by which suppliers seeking clarification on the Specification must ask their queries. Clarifications sought after the Clarification Deadline will not be responded to by the Shire.
Collusive Tendering:	Means the participation in or condoning of collusive activity by a Respondent including but not limited to: <ul style="list-style-type: none"> • Any agreement as to who should be the successful Respondent; • Any meeting of Respondents to discuss their Tenders prior to submission to Council, unless Council is present at that meeting(s); • Any exchange of information between Respondents about their Tenders; • Any agreement for the payment of money or a reward or benefit for unsuccessful Respondents by the successful Respondent; • Any agreement or collaboration of Respondents to fix prices, rates of payment of industry association fees or conditions of contract; • The submission of a "Cover Tender", being a Tender submitted as genuine, but which has been deliberately priced not to win the contract.
Commissioning:	The process of assuring that all systems and components of the buildings and plant are designed, installed, tested, operated, and fit for purpose according to the operational requirements of the Shire.
Conflict of Interest:	A conflict of interest can be pecuniary (involving financial gain or loss) or non-pecuniary (based on animosity, friendship or family connection). A conflict of interest can also arise from avoiding personal losses as well as gaining personal advantage, financial or otherwise. Conflicts of interest can be actual, perceived, or potential.
Contact Officer:	Mr Ben Forbes, Asset & Works Coordinator, bforbes@dowerin.wa.gov.au or (08) 9631 1202.
Contract:	A legally binding agreement resulting from acceptance of an offer by the Shire, including such modifications that may have been agreed by the Shire and the Respondent before that acceptance.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.

Evaluation Panel:	Means the person or persons appointed by the Shire to undertake the evaluation of the Respondent's Offers.
General Conditions of Contract:	Means the AS4000-1997 Contract and its Annexures.
Non-Conforming Tender:	A Tender that is not lodged prior to the Submission Deadline, or a Tender that does not contain all the information and documents required by the Request for Tender.
Offer OR Response OR Submission OR Tender:	An offer to supply the Requirements and includes prices, bids, Tenders and consultant proposals and means the lodgement of a Tender containing all requested information and accompanying documentation.
Principal OR Shire:	The Shire of Dowerin or the Shire of Dowerin's authorised representative as appropriate according to context.
Regional Business:	Is a business (Respondent) which has been operating continuously out of a premise in the Shire for at least six (6) months prior to the closing date of Tenders.
Regional Content:	Applies to non-Regional Businesses and is the value of goods or services purchased within the Shire locality.
Regional Price/Content Preference:	Is a price assessment discount that is applied to Regional Businesses / Regional Content at the time of Tender evaluation.
Request OR RFT:	This document, the Request for Tender.
Special Conditions of Contract:	Provisions of a Contract that are peculiar to the project under consideration and do not fall under the general conditions or supplementary conditions.
Specification:	The statement outlining the details of the performance (supply of goods and/or services) under a contract, and may include technical references, drawings, or a consultant's brief.
Subcontractor:	Means a Subcontractor contracted to the Contractor to provide goods or services to the Contractor for the latter to perform the Contract.
Submission Deadline:	The deadline for lodgement of your Tender.
Respondent:	Someone who has or intends to submit a Tender to the Principal.
The Works:	Means the whole of the works to be carried out and completed in accordance with the Contract including variations.
Works Under Contract (WUC):	Means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations and remedial work.
Validity Period:	A period of time for which an offer will remain open for consideration and acceptance by the Shire.
Value for Money:	The Shire will identify a preferred Contractor by determining relative value for money comprising 50% qualitative and 50% quantitative (price) evaluation criteria weighting. The preferred Contractor may not necessarily be the lowest price offer.

2.2 HOW TO PREPARE YOUR RESPONSE

1. Carefully read all parts of this document.
2. Ensure you understand the Requirements.
3. Complete and return the Offer (Part 6) in all respects and include all attachments.
4. Lodge the Response before the Deadline.
5. Do not alter any Response documents.

2.3 CLARIFICATIONS

Any Clarifications in regards to the Request for Tender details must be directed to:

Mr Ben Forbes; Asset and Works Coordinator: bforbes@dowerin.wa.gov.au

Mobile: 0477 357 175

Respondents should not rely on any information provided by any other person.

2.4 CLARIFICATION DEADLINE

Clarifications to this Request for Tender (RFT) shall be received up to the time nominated on Page 2 of this Request.

2.5 TENDER BRIEFING

A tender briefing **WILL NOT BE HELD**.

2.6 RESPONDENTS TO INFORM THEMSELVES

Respondents will be deemed to have:

- a. Examined the Request and any other information available in writing to Respondents 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 quoted prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and Conditions of Contract 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 Respondent and that negotiations are to be carried out in good faith;
- e. Satisfied themselves that they have a full set of the Request documents and all relevant attachments; and
- f. Satisfied themselves that they understand the requirements as per part 3 "*Works Specification*" of this document.

2.7 ALTERATIONS

The Respondent 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 Respondents where matters of significance make it necessary to amend or supplement the issued Request documents.

2.8 FORM OF TENDER

In preparing a Submission, Respondents are to consult Part 5 to ensure all required components are included with the Submission.

2.9 ALTERNATIVE TENDERS

No tenders may be submitted as Alternative Tenders or made subject to conditions other than the Conditions of Contract.

2.10 LODGEMENT OF TENDERS

The Local Government (Functions and General) Regulations 1996 state that “A tender is required to be rejected unless it is submitted at a place, and within the time, specified in the invitation for tenders”. In this regard the “place” shall be the Shire Dowerin Administration Office, 13 Cottrell Street, PO Box 111, Dowerin WA 6461 and the “time” shall be before the Submission Deadline nominated in this Request for Tender, see Page 2 of this Request.

Only those Tenders that are received by the Shire of Dowerin at the time of closing will be assured of being regarded as being “submitted at a place, and within the time, specified”.

The Principal will not be responsible for tenders which are not received by the closing date and time.

2.11 SUBMISSION DEADLINE

Submissions must be received by no later than the time nominated on page 2 of this Request.

2.12 COSTS OF TENDERING

The Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their Tender or for providing additional information or Clarification during the evaluation of the Submission.

2.13 TENDER OPENING

All Respondents and members of the public may attend or be represented at the opening of Tenders.

Tenders will be opened following the advertised Submission Deadline.

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

The Tender opening will be held immediately after the closing time of Tenders, at the Shire of Dowerin administration office, 13 Cottrell Street, Dowerin WA 6461.

2.14 PRICE BASIS

Unless otherwise agreed by the Principal, all prices for goods/services offered by the Respondent or prescribed by the Principal in the Tender shall be fixed for the term of any resultant Contract.

Tendered prices must be exclusive of Goods and Services Tax (GST).

Unless otherwise indicated, prices outlined in the Submission shall include all overheads, including but not limited to, disbursements, allowances, printing, delivery, transport, training, equipment and all applicable fees, levies, duties, taxes and charges.

Any charge not stated in the Submission, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

2.15 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;
- b. It is not submitted at the place specified in the request.

A Tender may be rejected if it fails to comply with any other requirements of the Request.

2.16 SELECTION CRITERIA

The Tendered prices will be assessed against qualitative and compliance criteria to determine the most advantageous outcome to the Principal. 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 overall assessment of value for money.

2.16.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 6 of this document and will not be point scored. Each Tender will be assessed on a **Yes/No** basis as to whether the criterion is satisfactorily met.

An assessment of “No” against any criterion may eliminate the Tender from further consideration.

2.16.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Respondent's Offer against the qualitative criteria as detailed within Part 6 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on that aspect of the goods or services being purchased.

NOTE: It is essential that Respondents address each qualitative criterion and provide suitable evidence to satisfactorily address each criterion.

Information that is provided 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 may result in a low score.

The Principal may use any additional information available to it in its assessment of Offers.

Before responding to the selection criteria, Tenderers must note that:

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

2.17 EVALUATION PROCESS

Tenders will be evaluated using information provided in the Tender and using other information or experience regarding the Respondent of which the Principal may be aware.

2.17.1 STEP 1 – COMPLIANCE CRITERIA

The Evaluation Panel will assess Tenders for compliance with the requirements of the Conditions of Tender and all Contract requirements.

These criteria are detailed within Section 6 (Respondent's Offer) 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** (meaning non-conforming) against any criterion may, at the Principal's absolute discretion, eliminate the Tender from further consideration.

2.17.2 STEP 2 – QUALITATIVE CRITERIA

Qualitative Criteria will be assessed using a point scoring system with a score being awarded for each area of part of each criterion.

Submissions will be assessed substantially using information and evidence provided within the Submission. The score will be weighted as detailed within Section 6 of this document.

Scoring of the Non- Priced component will take into account those aspects of the Tender that do not readily translate into absolute dollar values but provide a measure of the Respondent's capacity to satisfactorily provide the requirements of the Tender.

Each criterion is weighted to reflect its relative importance. Weighted scores are then summed to yield a total score.

2.17.3 STEP 3 – PRICED ATTRIBUTE

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract.

2.17.3.1 REGIONAL PRICE PREFERENCE

The Principal's Regional Price Preference will apply to this Request for Tender. Two Preferences apply:

- a. Regional Business Preference: a business that has been operating continuously out of a premise within the Shire for at least six (6) months prior to the closing date of tenders is eligible for the application of the preference rate against their total Submission;
- b. Regional Content Preference: businesses who do not qualify as a Regional Business but will purchase goods and services from within the Shire are eligible to receive the preference rate against that value of goods / services sourced within the Shire.

For the purposes of this RFT the following preference rate will apply to Regional Businesses / Regional Content:

Applicable Category:	Preference Rate:	To a maximum price discount of:
Goods/Services	10%	\$50,000
Construction (Building) Services	10%	

To qualify for the application of the Regional Price Preference, Respondents must provide evidence as specified by Part 6.

2.17.4 TENDER EVALUATION CLARIFICATION PERIOD

The Principal as part of the tender evaluation process may seek clarifications from Respondents on details of its tender submission. All clarification correspondence relevant to the successful Respondent will form part of the final contract.

2.17.5 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- a. Any risk assessment undertaken by any credit rating agency;
- b. Any information produced by a Bank, financial institution, or accountant of a Respondent;
- c. Any litigation history available to the Principal;
- d. Reference to documented evidence information held by the Principal relating to the Respondent's past performance;
- e. Performance references supplied by the Respondent; and
- f. Any other information that the Principal may have available to it.

Respondents may be required to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Respondent is financially viable and has the financial and performance capabilities to provide the Services for which they are submitting and to 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 and performance assessments under conditions of strict confidentiality.

For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial and performance information that the Respondent is required to provide.

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

The Principal may consider information obtained as part of its risk assessment process prior to making a recommendation for award of tender. A Respondent, who at the Principal's discretion, is considered to pose an unacceptable risk will not be recommended for award of tender.

2.17.6 VALUE FOR MONEY

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

- a. the qualitative ranking of each Respondent;
- b. the pricing submitted by each Respondent;
- c. a risk assessment;
- d. the Principal's budget; and
- e. the Principal's regional price preference.

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

2.18 ACCEPTANCE OF TENDERS

The Principal is not bound to accept the lowest price offered and may reject any or all Tenders submitted.

The Principal will not accept a tender for part of the Requirements.

2.19 NOTIFICATION OF ACCEPTANCE

A Tender shall be deemed to be accepted when a notice in writing of such acceptance is emailed to the Respondent.

Unless and until a Formal Agreement is prepared and executed, the Tender including the Tender documents, together with Principal's written acceptance thereof shall constitute the Contract between the Principal and the Respondent (referred to in the Contract as the Contractor).

2.20 EXECUTION OF FORMAL INSTRUMENT OF AGREEMENT

After acceptance of a Tender, the successful Respondent shall execute the Contract within 7 days of receiving it from the Principal.

2.21 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Submission Deadline unless extended by mutual agreement between the Principal and the Respondent in writing.

2.22 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 Respondents will be given particulars of the successful Respondent(s) or advice that no Tender was accepted.

2.23 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 Conditions of Contract, the terms and conditions appearing in the Conditions of Contract will have precedence.

2.24 OWNERSHIP OF TENDERS

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

2.25 CANVASSING OF OFFICIALS

A Tender will be rejected without consideration if the Principal is reasonably satisfied that the Respondent canvassed any Councillor or Shire officer. This does not include a bona fide demonstration of machinery, equipment or thing connected with the Tender.

2.26 IDENTITY OF THE RESPONDENT

The identity of the Respondent and the Contractor is fundamental to the Principal. The Respondent will be the person, persons, corporation or corporations named as the Respondent in Part 5 and whose execution appears on the Offer Form in Section 5.1 of this Request. Upon acceptance of the Tender, the Respondent will become the Contractor.

2.27 EVIDENCE OF RESPONDENT'S REGISTRATION

It is a statutory requirement of the State of Western Australia that a Contractor or Subcontractor be registered or licenced to carry out the Requirements as described in the Tender documents; Part 5.2.7 Evidence of Respondent's Registration shall be completed as applicable.

2.28 SUBCONTRACTORS

The Respondent shall provide the details of any Subcontractors to be engaged for the Principal's approval.

2.29 IN-HOUSE TENDERS

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

2.30 BUILDING AND CONSTRUCTION INDUSTRY TRAINING FUND LEVY

The Building and Construction Industry Training Fund and Levy Collection Act 1990 legislates the requirement for the collection of a training levy on all residential, commercial and civil engineering construction projects undertaken in Western Australia.

All construction work exceeding \$20,000 attracts a levy equal to 0.2% of the total value of the construction contract and it is the responsibility of the successful Respondent (Contractor) to make the levy payment.

More information is available at: <https://bcitf.org/>

3 WORKS SPECIFICATION

3.1 INTRODUCTION

The Principal is seeking the services of a suitably qualified contractor to undertake MAINTENANCE GRADING of unsealed roads within the Shire of Dowerin for a period of two (2) years, with a one (1) year extension option. A single contract is intended to be awarded for the whole works.

3.2 PROJECT SCOPE

The works comprises maintenance grading of roads within the Shire of Dowerin. Maintenance grading is defined as grading the existing road formation (including table drain) using a grader to remove surface defects.

3.3 SCOPE OF WORKS

The Shire of Dowerin, Asset & Works Coordinator will detail works required on a work order issued for each section. The three levels of grading are full preservation (winter grade), toe to toe (summer grade) and batters and drains only. Refer Typical cross-section for the shape of the road formation to be achieved. The road crossfall is set at 3% from the crown. On sweeping bends, superelevation should be constructed to match the direction of the roadway and keep the transition zone limited to approximately 50m.

Full Preservation Winter Grade

Involves a double cut of the entire road formation, material on shoulders and in drains is pulled up and returned to the running surface and respread in order that the crown is restored and a 3-4% crossfall is achieved. Corrugations are removed by cutting to the base of the corrugation and cut material is respread evenly across the road formation. Roads to be suitably compacted by multi-tyred road roller in conjunction with the road grading.

Toe to Toe Summer Grade

Involves grading in between the toes of the table drain only. Backslopes are omitted. Material on shoulders and in drains is pulled up to the running surface and respread in order that the crown is restored and a crossfall of 3-4% is achieved on the running surfaces.

Batters and Drains

Involves clearing of drains and batters only. Excess material is spread over the backslope and is typically silt.

Remove unsound material (e.g. vegetation and topsoil) from the surface of the road. Remove obstructions that prevent free flow of water into, along or from table drains. Repair scours in or adjacent to the table train.

No Windrows are to be left on the road formation. Windrows shall be feathered such that material is lost on the respective surface.

Materials won from drains and shoulders that are returned to the road surface shall:

- Consist of fine and coarse granular particles that when compacted produce a dense stable layer;
- Consist of sound material that does not breakdown readily;
- Have a maximum particle size 26.5 mm;
- Be free of matter that would adversely affect performance (e.g. clay lumps, organic matter, stumps, branches, roots or rubbish).

Shoulder Grading

Involves the removal of existing vegetation, scarifying/ripping the existing surface with grader tines, the addition of imported gravel/material as required, and the use of water and compaction.

The goal of shoulder maintenance is to restore the road shoulders to a condition where they provide a safe and smooth transition for road users who accidentally leave or are forced to leave the sealed pavement area, and to protect the sealed pavement from excess deterioration such as edge breaks.

3.4 SPECIFIC REQUIREMENTS OF THE CONTRACT

The Shire will issue a work order detailing the sections to be graded. Work will be paid on claims for hours taken to do the works. Claims for payment are to be submitted fortnightly on the respective work order and the Shire Asset and Works Coordinator will check the works to ensure that they have been completed correctly prior to approving the claim – or will order re-work.

The works will be paid on an hourly rate, providing the minimum performance target of:

- 10km/day Summer grade
- 9km/day Winter grade, and
- 6 – 8km/day (both sides) shoulder grading has been achieved.

In the event that the contractor does not achieve the minimum performance targets and cannot provide a satisfactory reason for the production rate achieved, the Shire may certify the works at the scheduled rate x 9 hrs per minimum performance target kilometres.

The Roads are measured in km from starting points detailed as the “starting terminus” in table 1. Points along the roads are referred to as SLK points. SLK 10 is 10km from the starting terminus of said road. SLKS are measured in the field using tripmeters.

The per kilometre rate is inclusive of all mobilisation and demobilisation costs.

3.5 KEY PERSONNEL

The Shire is seeking to engage a contractor with two grader operators who have previous experience maintenance grading unsealed roads and appropriately skilled and experienced operators for the operation of ancillary plant such as watercarts and compaction equipment. An understanding of water flow and the importance of road drainage is required, and the operators must be able to clean, extend and amend table and offshoot drains in order that drainage of the road is improved following the works.

The Grader Operators forms part of the tender submission and the person nominated cannot be changed without written authority from the Shire.

All persons operating equipment and vehicles shall hold the appropriate licenses and tickets. All persons working on the site shall hold a white card qualification and will be required to be inducted by the Shire.

The Shire will provide traffic control for shoulder grading works.

3.6 PLANT & EQUIPMENT

Plant and equipment will include as a minimum two motor graders, one road roller and one water cart, all in good working order.

All vehicles to be fitted with the following operational safety devices:

- Rotating amber beacons which are to be turned on at all times whilst on the worksite or travelling to or from the worksite;
- Roll Over Protection System;
- Reverse Beepers;
- Safe Access and Egress Points;
- Spare Tyres (1 minimum);
- Airconditioning;
- Fire Extinguisher;
- Sealed Cab;
- Driving lights (on at all times);
- First Aid Kit (can be moved from vehicle to vehicle);
- UHF Radio.

Vehicles are to be properly maintained in good working order, and service schedules to be available for inspection by the Shire on demand.

Pre-starts to be conducted daily and recorded on a daily prestart sheet which is to be made available for inspection by the Shire.

Fuels to be stored in bunded tanks on site. Fuel is included in the scheduled rate.

3.7 DOCUMENTS

The Work shall be carried out in accordance with the following requirements and documents:

- a. AS 4000 – 1997 General Conditions of Contract;
- b. Part 3 Works Specifications, and
- c. Part 4 Special Conditions of Contract.

3.8 GENERAL REQUIREMENTS

3.8.1 RESPONSIBILITIES OF THE CONTRACTOR

Traffic Management

Traffic Management is the responsibility of the contractor and shall be in place at all times during the works, with the exception of road shoulder maintenance grading. The Shire will provide traffic management when the contractor is undertaking shoulder grading.

Working Hours

The working hours are determined by the sunrise and sunset each day. Works may only begin 15 minutes after sunrise and must conclude 15 minutes prior to sunset each day.

When working in an area where drivers will be affected by glare at sunrise or sunset the works shall be suspended until such a time that the visibility of the grader to oncoming traffic is not affected by glare.

Communication

The contractor shall contact the Shire on a daily basis and advise location of the works. The contractor shall provide a mobile phone that is kept charged at all times. During operational hours the mobile phone is to be turned on and in the grader cab. A UHF radio is to be included in each vehicle.

Incidents and Accidents

All incidents and accidents including near misses are to be reported to the Shire as soon as practicable and within 24 hours at a minimum.

3.8.2 CONTRACTORS

Contractors are to comply with the Principals and WorkSafe WA safety regulations and policies. They are also to implement and administer a Safety Management Plan for the site.

3.8.3 INSURANCES

The following insurance policies must be current, and certificates of currency for the following must be provided prior to commencement of the contract:

- Public Liability - \$10 Million in one occurrence and \$10 Million in the aggregate.
- Workers Compensation
- Plant & Machinery

3.8.4 PERIOD OF CONTRACT AND TERMINATION

The Contract will be in force for the period of two (2) years, with a one (1) year extension option. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 SPECIAL CONDITIONS OF CONTRACT

4.1.1 ENVIRONMENTAL CONSIDERATIONS

Clearing

No Clearing to be undertaken outside the existing road alignment.

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.

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.

4.1.2 REGULATIONS

The Contractor shall comply with the *Work, Health and Safety Act 2020* (the "Act") and with any amendments that may be made to the Act 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 Shire representatives, and visitors to the Site, are not exposed to hazards.

4.1.3 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 experienced and qualified in safety matters.

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

4.1.4 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.

5 GENERAL CONDITIONS OF CONTRACT

Shire of Dowerin

**GENERAL CONDITIONS OF CONTRACT
AS 4000-1997**

**Principal: Shire of Dowerin
(ABN: 35 939 977 194)**

and

**Contractor:
(ABN:)**

For the Provision of: Maintenance Grading Road Works

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FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made

BETWEEN

Shire of Dowerin

(ABN: 35 939 977 194) (*Principal*)

AND

<CONTRACTOR>

(CAN:) (ABN:) (*Contractor*)

IT IS AGREED THAT:

This Formal Instrument of Agreement AS 4950–2006 and the documents listed as follows shall together constitute the *Contract* AND form the entire agreement between the parties:

- a. AS 4000-1997 General Conditions of Contract and annexures
- b. Part 3 Works Specification
- c. Part 4 General Conditions of Works

Other Documents:

- a. Addenda (if any)
- b. Letter of Tender Acceptance
- c. Respondent’s pricing Schedule(s)

If the *Principal* or the *Contractor* is two or more persons, then they shall be bound jointly and severally.

SIGNED:

Principal

Contractor

**ANNEXURE to the Australian Standard
General Conditions of Contract
AS 4000—1997**

Part A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item		
1	<i>Principal</i> (clause 1)	Shire of Dowerin
	ABN	35 939 977 194
2	<i>Principal's</i> address	13 Cottrell Street, Dowerin WA 6461
3	<i>Contractor</i> (clause 1)	
	ABN	
4	<i>Contractor's</i> address	
5	<i>Superintendent</i> (clause 1)	Ben Forbes
6	<i>Superintendent's</i> address	13 Cottrell Street, Dowerin WA 6461
7	a. <i>Date for practical completion</i> (clause 1) OR	
	b. Period of time for <i>practical completion</i> (clause 1)	Not to apply
8	Governing law (page 5, clause 1(h))	Western Australia
9	a. Currency (page 5, clause 1(g))	Australian Dollars
	b. Place for payments (page 5, clause 1(g))	13 Cottrell Street, Dowerin WA 6461
	c. Place of business of bank (page 3, clause 1(d))	the place nearest to where the <i>site</i> is located
10	<i>Bills of quantities</i> (subclause 2.2)	
	a. Alternative applying (subclause 2.2)	Not applicable
	b. If Alternative 2 applies, is the <i>bill of quantities</i> to be priced? (subclause 2.2)	Not applicable
	c. Lodgement time (subclause 2.3(b))	With Tender submission

11	Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.5(b))	Deleted in Annexure A
12	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	Not applicable to this Contract
13	<i>Contractor's security</i>	
	a. Form (clause 5)	Bank Guarantee
	b. Amount or maximum percentage of <i>contract sum</i> (clause 5)	5% (to be provided as 2x 2.5% bank guarantees)
	c. If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	Not to apply
	d. Time for provision (except for retention moneys) (clause 5)	14 Days after <i>date of acceptance of tender</i>
	e. Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	Not applicable
	f. <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	50% of amount held (1X 2.5% Bank Guarantee)
14	<i>Principal's security</i>	
	a. Form (clause 5)	Not to apply
	b. Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not to apply
	c. Time for provision (clause 5)	Not to apply
	d. <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	Not to apply
15	<i>Principal-supplied documents</i> (subclause 8.2)	Document N/A
		No. of copies
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	14 days

17	Subcontract <i>work</i> requiring approval (subclause 9.2)	All
18	Novation (subclause 9.4)	Not to apply
19	<i>Legislative requirements</i>	
	a. Those excepted (subclause 11.1)	Nil
	b. Identified <i>WUC</i> (subclause 11.2(a)(ii))	More than 1% <i>WUC</i> any one change
20	Insurance of <i>the Works</i> (clause 16)	
	a. Alternative applying	Alternative 1
	If Alternative 1 applies	
	b. Provision for demolition and removal of debris	Contract sum
	c. Provision for consultants' fees	Not applicable
	d. Value of materials or things to be supplied by the <i>Principal</i>	Not applicable
	e. Additional amount or percentage	Not applicable
21	Public liability insurance (clause 17)	
	a. Alternative applying	Alternative 1
	If Alternative 1 applies	
	b. Amount per occurrence shall be not less than	\$20,000,000
22	Time for giving possession (subclause 24.1)	TBA
23	<i>Qualifying causes of delay</i> Causes of delay for which <i>EOTs</i> will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	Nil
24	Liquidated damages, rate (subclause 34.7)	Not to apply
25	Bonus for early <i>practical completion</i> (subclause 34.8)	Not to apply
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	No other events
27	<i>Defects liability period</i> (clause 35)	60 days

28	Progress Claims (subclause 37.1)	Not to apply	
	a. Times for progress claims	7 th done to the 2 nd last	day of each month for <i>WUC</i> day of that month
	OR		
	b. Stages of <i>WUC</i> for progress claims	Not to apply	
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	Not to apply	
30	Interest rate on overdue payments (subclause 37.5)	4% per annum	
31	Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7)	14 days	
32	Arbitration (subclause 42.3)		
	a. Person to nominate an arbitrator	the President of the Institute of Arbitrators & Mediators Australia	
	b. Rules for arbitration	Rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;	
	c. Appointing Authority under UNCITRAL Arbitration Rules	the President of the Institute of Arbitrators & Mediators Australia	

Part B

Annexure to the
Australian Standard General Conditions of Contract
AS 4000 – 1997

Deletions, amendments and additions

The following clauses have been deleted from the General Conditions in AS 4000 – 1997

1. Interpretation and construction of Contract

“compensable cause”

Delete sub-clause b).

2.5 Adjustment for actual quantities

Delete

5.3 Change of security

Delete

5.5 Trusts and interest

Delete

The following clauses have been amended and differ from the corresponding clauses in AS 4000 – 1997

1. Interpretation and construction of Contract

- a. “Contract sum”
At the end of sub-paragraphs (a), (b) and (c) add the words: “Plus GST.”
- b. Addition of the definition “Confidential Information”
“Confidential Information” means all of the Principal’s information which:
 - a. is disclosed or otherwise made available to, or acquired directly or indirectly by, the Contractor at any time;
 - b. relates to the Principal’s or any Local Government’s past, existing or future business, strategic plans or operations, finances, or customers (including any information that is derived from such information); and
 - c. is in oral or visual form, or is recorded or stored in a Document, and includes this Contract, but does not include information which:
 - i. is or becomes generally and publicly available other than as a result of a breach of this Contract;
 - ii. is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
 - iii. Has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.
- c. Addition of the definition **“Force Majeure Event”**
‘Force Majeure Event’ means any one of the following events which is beyond the control of either Party, could not have been reasonably foreseen by a Party and which prevents that Party from discharging an obligation under this Contract, which, in the case of the Contractor, is critical to the Contractor delivering the Goods and/or providing the Services by the Completion Date:
 1. a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
 2. a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor’s premises and has not been caused by the Contractor; or
 3. the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of this Contract,

but is not an event which arises from any of the following:

1. a breach of a contract, including this Contract, or Law by the Contractor;
2. negligence by the Contractor relating to the performance of its obligations under this Contract;
3. an occurrence that is a risk assumed by the Contractor under this Contract;
4. a shortage or delay in the supply of Goods and/or Services required under this Contract; or
5. Wet or inclement weather.

2.3 Priced Bill of Quantities

page 6, lines 4-8 delete

2.4 Quantities

On line 11, after the word “only” “ add; “ it is the Contractors responsibility at the time of pricing to verify that the quantities provided in the bill of quantities are correct”

9.1 Assignment

Delete and substitute the following:

“9.1 Assignment

The Contractor shall not, without the prior written consent of the Principal, assign, transfer, mortgage or otherwise encumber its interest or obligations under this Contract. The Principal may assign his interest under this Contract provided that the assignee is a person capable of fulfilling the Principal’s obligations under this Contract.”

29 Quality

The following clause has been added:

29.6 “Quality of Materials and Work

Materials and workmanship shall in all respects comply with the Contract and the relevant Australian Standards (AS), Government Codes and Regulations. The latest edition of the above as of one (1) month before the Tender Closing Date shall apply in each case unless otherwise specified.”

33.2 Contractor’s suspension

Delete and substitute the following:

“33.2 Principal’s Suspension

The Principal may at any time direct the Contractor to partly or wholly suspend the WUC. Any additional costs incurred as a result of such suspension shall be added to the contract sum. If practical completion is delayed by such suspension, the Contractor shall also be entitled to EOT.”

34.2 Notice of delay

After the word “promptly” add:

“but in any event, within 5 days”.

34.3 Claim

Line 23, b. delete “28” and replace with “14”.

Second sentence, delete and substitute the following:

34.5 Extension of time

“Failure by the Superintendent shall not be deemed or taken as evidence of acceptance or approval of an EOT as claimed.”

37.2 Certificates

Delete lines 15,16,17,18,19 and 20.

37.4 Final payment claim and certificate

Page 32, b., lines 15 and 16, delete “apparent at the end of the last defects liability period, or which

would not have been disclosed upon reasonable inspection” and substitute with:

“known by the Principal”.

Add new Clause 37.4 e. as follows:

“e. any item the inclusion of which in the final certificate is disputed by the Principal and notified to the Contractor.”

37 Payment

Add new clause:

“38.7 Method of Payment:

All payments due to the Contractor for works, supplies or services provided under this Contract will be made by Electronic Funds Transfer (EFT).

Within 14 days of award of the Contract, the Contractor shall submit the following details to the Superintendent:

- a. name and address of a financial institution participating in the Direct Entry System to which payment is to be made;
- b. relevant Bank State Branch code or participating financial institution number (BSB);
- c. Australian Business Number (ABN) / Australian Company Number (ACN);
- d. account name;
- e. account number;
- f. email address to be used by the Shire to send remittance advices to the Contractor for payments made.

The Contractor shall within seven days of any change to the above details inform the Superintendent in writing of that change. The Principal will not be responsible for any delay in transmission of funds arising from incorrect or out-of-date information supplied by the Contractor.

Payments to the Contractor shall be deemed to have been made by the Principal within 24 hours from the date the Principal has:

- a. correctly entered all necessary information; and
- b. sent; and
- c. had processed under a processing date;

all relevant debits online into the Electronic Funds Transfer System.

The Principal will not be responsible for any delays or failures in transmission of funds arising from or relating to system failure, temporary system constraints or other functional transfer problems in the EFT direct entry system.”

39.7 Principal's Default

Delete lines 11 to 19 and substitute the following:

“A substantial breach shall be:

- a. failure to rectify inadequate Contractor’s access to or possession of the site if that failure continues for longer than the time stated in Item 36(a) and such lack of access or possession prevents the Contractor undertaking WUC on the critical path as shown on the program;
- b. failure to make payment of any undisputed amount pursuant to the Contract for a period in excess of 28 days.”

39.11 Insolvency

To (d), (vii), add the words:

“and such possession impacts on the party’s ability to perform its obligations under the Contract.”

41.2 Liability for failure to communicate

Delete and substitute the following:

“Any failure by the Contractor to strictly comply with the notice requirements for the making of claims will be a bar to and deemed to be a waiver of the Contractor’s entitlement to make such claim whether that be for an increase in the contract sum or an EOT. It shall

be a condition precedent to any entitlement on the part of the Contractor to any increase in the contract sum or to an EOT that it has fully and strictly complied with all obligations relating to the giving of notice under this Contract.”

The following clauses have been added to those of AS 4000 - 1997

44. Workplace Health and Safety

44.1 The Contractor must:

- d. in relation to Works and Services performed under its control, perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety;
- e. co-operate with any other contractors or other persons engaged in or associated with the business of the Principal in order to maintain uniform safety and industry practices;
- f. co-operate with the Principal to enable the Principal to comply with any Legal Requirements for workplace health and safety;
- g. supply or arrange to be supplied all things necessary to ensure that the Work under the Contract is provided in a manner that is safe and without risks to health.
- h. ensure that the Work under the Contract is provided in a manner that is safe and without risks to any person, including by ensuring that the Contractor’s Personnel entering the Delivery Point and/or the Site perform in a safe manner;
- i. immediately advise the Principal in writing of any act, fact or circumstance associated with the activities of the Contractor or any other person relevant to the ability of the Contractor to perform the Work under the Contract in a manner that is safe and without risk to health;
- j. as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident which is notifiable under any Legal Requirement, injury or property damage which:
 - i. occurs during the provision of the Work under the Contract; or
 - ii. is associated with the Work under the Contract;
- k. provide the Principal with any further information relating to workplace health and safety when requested by the Principal;
- l. in performing its obligations under this Contract, ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Principal’s premises over which it has control:
 - i. the Principal and the Principal’s Personnel;
 - ii. the Contractor’s Personnel; and
 - iii. the public;
- m. provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the Work under the Contract; and
- n. at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this Clause 44.

44.2 If the Principal observes or becomes aware of a condition that breaches this Clause 44, the Principal or the Superintendent may direct the Contractor to remove or, to the extent reasonably possible, mitigate the effect of that condition, and the Contractor must (at its cost) comply with that direction and modify the Contractor’s method of work in order to avoid that condition arising.

44.3 The Contractor acknowledges and agrees that any direction given by the Principal or the Superintendent under Clause 2.1(k) or 2.2 does not relieve the Contractor from complying with its obligations under this Clause 44.

45. Working hours

Normal working hours close to residences shall be from 7:00 am to 5:00 pm Monday to Saturday

Normal working hours away from residences shall be from 6:00 am to 6:00 pm Monday to Saturday.

These working hours apply unless approved otherwise by the Principal.

46. Price Basis

- 46.1 Unless otherwise stated in this Contract, the Contract Price shall be firm and not subject to rise and fall.
- 46.2 Unless otherwise provided in this Contract, the Contractor shall pay all packaging, freight, Taxes, insurances, and other charges whatsoever, in connection with this Contract and the Work under the Contract including (if applicable) delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.

47. Confidential Information and Publicity

- 47.1 The Contractor must not, and must ensure that the Contractor's Personnel do not advertise, publish or release to the public:
- a. the Confidential Information;
 - b. other information concerning the Work under the Contract, or this Contract; or
 - c. any information that it acquires regarding the works or the Principal as a result of being associated with this contract, without the prior written approval of the Principal.
- 47.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:
- a. use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
 - b. disclose the Confidential Information:
 - i. other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
 - ii. where disclosure is required by Law (including disclosure to any stock exchange).
- 47.3 The rights and obligations under this Clause 4 continue after the expiry or termination of this Contract.

48. Force Majeure Event

- a. A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract ('Affected Obligations') and must either:
 - a. to the extent practicable, specify in the notice the length of delay in the performance of the affected Party's obligations under this Contract, including the length of delay on the Date for Completion (if applicable) that will result from the Force Majeure Event; or
 - b. where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplemental notices during the period over which the Force Majeure Event continues.
- b. The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- c. The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- d. If a Force Majeure Event continues to affect the supply of the Work under the Contract for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.

For the purposes of this clause, 'timely notice' means written notice at the first possible opportunity on or after the happening of the Force Majeure Event or alternatively, on the Party required to give timely notice being given prior notice itself of the Force Majeure Event.

49. Goods and Services Tax

- a. Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that

term as defined or used in that Act.

- b. Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply (GST Exclusive Consideration) except as provided under this Clause.
- c. Any amount referred to in this Contract (other than an amount referred to in Clause 49.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- d. To the extent that GST is payable in respect of any supply made by a Party under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- e. The recipient must pay the additional amount payable under Clause 49.45.d to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- f. The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 49.4 or at such other time as the Parties agree.
- g. Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 49.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- h. If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 49.45.d.

50. Superintendent

The Principal shall ensure that at all times there is a Superintendent and that in the exercise of the functions of the Superintendent under the Contract, the Superintendent:

- a. Acts honestly and fairly;
- b. Acts within the time prescribed under the Contract or where no time is prescribed, within a reasonable time; and
- c. Arrives at a reasonable measure or value of work, measure of quantities or measure of time.
- d. If, pursuant to a provision of the Contract enabling the Superintendent to give directions, the Superintendent gives a direction, the Contractor shall comply with the direction.
- e. In Clause 50 'direction' includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.
- f. Except where the Contract otherwise provides, a direction may be given orally but the Superintendent shall as soon as practicable confirm it in writing.
- g. If the Contractor in writing requests the Superintendent to confirm an oral direction, the Contractor shall not be bound to comply with the direction until the Superintendent confirms it in writing.

6 RESPONDENT'S OFFER

6.1 OFFER FORM

The Acting Chief Executive Officer
 Shire of Dowerin
 13 Cottrell Street, Dowerin WA 6461
 I/We _____

(BLOCK LETTERS)

Of _____

(ADDRESS)

ABN/GST Status _____ ACN (if any) : _____

Telephone No: _____ Facsimile No: _____

Postal Address (*if different*): _____

E-mail (if any): _____

In response to this Request for Tender 2024-01 MAINTENANCE GRADING

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

The quoted price is valid up to ninety (90) calendar days from the date of the Response closing unless extended by mutual agreement between the Principal and the Respondent in writing.

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

The tendered consideration is as provided under the Schedule of Prices in the prescribed format and submitted with this Response.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Respondent: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

6.2 RESPONDENT'S RESPONSE

Please respond to all the following questions starting from 5.2.1. Where requested to provide additional information, ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

Failure to provide any of the information where requested may result in the termination of assessment and rejection of the submission.

(NOTE: All pages within Part 6 must be completed and returned to the Principal.

6.2.1 CONTACT DETAILS

Name, Telephone number and Email address of Tenderer's contact person for **RFT enquiries**.

Name, Telephone number and Email address of Tenderer's contact person for **inclusion in the contract**/ or as above.

6.2.2 TENDER ACKNOWLEDGMENT

Tenderers must advise the RFT contact officer (Mr Ben Forbes, Asset & Works Coordinator bforbes@dowerin.wa.gov.au) by email of their receipt of this tender and their intention to lodge a tender.

6.2.3 COMPLETION DATE

Is the Respondent able to guarantee completion of the Works in accordance with Specification requirements, the nominated timeframes and the Conditions of Contract?	Yes / No
---	----------

6.2.4 REFEREES

Provide details of at least two referees, in an attachment labelled "**Referees**". Examples of work for the referees should be provided where possible. Details provided are to include referee contact phone numbers.

NOTE: The Shire of Dowerin may be cited as a referee if appropriate. Do not nominate a specific officer of the Shire. If the Shire is cited, an additional referee may be required.

6.2.5 AGENTS

Are you acting as an agent for another party?	Yes / No
If Yes, provide details (including name and address) of your Principal in an attachment labelled " Agents ".	

6.2.6 SUBCONTRACTORS

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

6.2.7 RESPONDENT'S REGISTRATION

Do all employees and proposed Sub-contractors hold current licences and qualifications for all of the respective work areas? <i>(Copies of all licences and qualifications and will be required prior to the commencement of Works)</i>	Yes / No
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6.2.8 CONFLICTS OF INTEREST

Would there be any actual or potential conflict of interest for your organisation in the performance of a Contract resulting from this RFT, or are any such conflicts of interest likely to arise during such a Contract?	Yes / No
If Yes, please supply in an attachment labelled "Conflicts of Interest" , details of any actual or potential conflict of interest and the way in which any conflict would be dealt with.	

6.2.9 FINANCIAL POSITION

1. Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
2. Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please supply in an attachment labelled "Current Litigation" , details of current litigation which includes supporting court documentation and expected approximate value of settlement, costs and likely disbursements.	Yes / No
3. If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

6.2.10 TENDER BRIEFING

Not applicable	N/A
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6.2.11 INSURANCE COVERAGE

Tenderers are to supply evidence of their insurance coverage in a format as outlined below by supplying an attachment labelled "Insurance" .				
Copies of Certificates of Currency are to be provided to the Principal prior to the commencement of works.				
Type	Insurer - Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Contract Works				
Workers Compensation				
Vehicle and Equipment				

6.2.12 COMPLIANCE WITH THE CONDITIONS OF CONTRACT

Respondents are required to indicate their agreement to be bound by and comply with the Contractual Conditions outlined in this Request for Tender. The Contractual Conditions outlined in this Request for Tender are hereby agreed and understood.	Yes / No
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6.2.13 REGIONAL PRICE PREFERENCE

Is your business eligible for the application of the Regional Price Preference? <i>There are two (2) levels of preference; Regional Business and Regional Content. Consult Part 2.17.3 for more information.</i>	Yes / No
If Yes, please refer to the “ Regional Price Preference Form ” contained in Part 6 for more information on claiming the Preference.	

6.2.14 ELECTRONIC SIGNATURE CONSENT

If successful, do you consent to signing the contract electronically? <i>The Principal uses Adobe Sign to facilitate its Contract execution process for consenting signatories. Use is <u>free</u> for signatories; however consent must be substantiated to validate signatures under the Electronic Transactions Act 2011.</i>	Yes / No
If Yes, the details of your authorised signatory(s) will be requested upon award	

6.3 SELECTION CRITERIA

6.3.1 COMPLIANCE CRITERIA

Please select either **yes** or **no** below to indicate compliance with the following Compliance Criteria.

An assessment of **“No”** against any of the compliance criteria below may result in the termination of assessment and rejection of the submission.

Description of Compliance Criteria		
1.	Did the Respondent indicate compliance with the Completion Date?	Yes / No
2.	Have details of two referees been provided?	Yes / No
3.	Has section 5.2.5 Agents been complied with?	Yes / No
4.	Has section 5.2.6 Subcontractors been complied with?	Yes / No
5.	Has section 5.2.7 Respondents Registration been responded to in the affirmative (Yes)?	Yes / No
6.	Has section 5.2.8 Conflicts of Interest been complied with?	Yes / No
7.	Has section 5.2.9 Financial position 1) been responded to in the affirmative (Yes)?	Yes / No
8.	Has section 5.2.9 Financial position 2) been complied with?	Yes / No
9.	Has section 5.2.9 Financial position 3) been responded to in the affirmative (Yes)?	Yes / No
10.	Was the optional site inspection attended by a representative of the Respondent?	Yes / No
11.	Have details of Insurance Coverage been provided?	Yes / No
12.	Has section 5.2.12 Compliance with Conditions of Contract been responded to in the affirmative (Yes)?	Yes / No
13.	Has section 5.2.13 Regional Price Preference been complied with?	Yes / No
14.	Has section 5.2.14 Electronic Signature Consent been complied with?	Yes / No
15.	Did the Respondent provide a properly completed Offer Form, Pricing Schedule and Safety Management Questionnaire ?	Yes / No
16.	Are the provided documents unaltered other than for the addition of requested information?	Yes / No

6.3.2 QUALITATIVE CRITERIA

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

- All information relevant to responses to each criterion are to be contained within the Tender;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of the organisation, its activities or experience, although the Evaluation Panel may use any additional information available to it in its assessment of Tenders;
- Respondents are to provide full details in support of any claims, statements or examples used to address the qualitative criteria; and
- Respondents are to address each issue outlined within each qualitative criterion.

<p>1. Relevant Experience</p> <p>Respondents should, as a minimum, address the following:</p> <ol style="list-style-type: none"> a. Provide specific details of similar project works that the organisation has undertaken in the last 5 years. Details to include: b. Client; c. Length of the Contract; d. Approximate value of Contract; e. Scope of Contract; and f. Client contact details (email address and phone number) <p>Note: Supply details in an attachment labelled "Relevant Experience".</p>	<p style="text-align: center;">50%</p> <hr/> <p style="text-align: center;">Tick if attached</p>
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<p>2. Resources and Capacity</p> <p>Respondents should, as a minimum, address the following:</p> <ol style="list-style-type: none"> a. Provide a copy of the organisation structure chart and provide background information on the organisation; b. Details of the proposed personnel including the last 5 years' experience in managing projects of a similar nature and their length of employment with the Tenderer c. Plant and equipment inventory; d. Information of additional personnel e. Any contingency measures or back up of resources including personnel and machinery; and f. Current Capacity: Provide a list of current contract commitments including commencement and programmed completion dates. g. List proposed engagement of resources and use of local suppliers (names and goods and services to be sourced locally plus estimated value) located in the Shire of Dowerin LGA. <p>Note: Supply details in an attachment labelled "Resources".</p>	<p style="text-align: center;">20%</p> <hr/> <p style="text-align: center;">Tick if Attached</p>
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<p>3. Methodology</p> <p>Respondents should describe their proposed methodology. Respondents should, as a minimum, address the following information:</p>	<p>30%</p>
<ol style="list-style-type: none"> 1. Provide a detailed description of the proposed methodology that the organisation proposes to employ to undertake the works; 2. Provide details of the organisation's quality assurance policy or quality assurance systems. 3. The proposed methodology must include a diagram of the site activities and location of the proposed builder's compound. 4. Provide a list of the most significant risks in undertaking the works and how you will address those risks. <p>Note: Supply details in an attachment labelled "Methodology"</p>	<p>Tick if Attached</p>

4. Safety Management		Non-weighted		
<p>This questionnaire forms part of the Principal's Tender assessment and is to be completed and submitted by the Respondent. The objective of the questionnaire is to provide an overview of the status of the Respondent's safety management system. Respondents may be required to verify their responses in the questionnaire if required by the Principal. Note: Supply details in an attachment labelled "Safety Management".</p>				
1	OHS Policy and Management	YES	NO	Tick if att.
1.1	<p>Is there a written company health and safety policy? If yes, provide a copy of the policy</p>			<input type="checkbox"/>
1.2	<p>Does the Respondent have a WHS Management System? If yes, provide details</p>			<input type="checkbox"/>
1.3	<p>Is the WHS Managements System audited or reviewed on a regular basis? If yes, provide a copy of the last audit</p>			<input type="checkbox"/>
2	Safe Work Practices and Procedures	YES	NO	Tick if att.
2.1	<p>Has the Respondent prepared safe operating procedures or specific safety instructions relevant to its operations? If yes, provide a summary listing of procedures or instructions</p>			<input type="checkbox"/>
2.2	<p>Are there company safety induction programs for employees and/or Subcontractors. If Yes, provide details</p>			<input type="checkbox"/>
2.3	<p>Please provide a completed training/qualification list for employees who will be carrying out work against Contract.</p>			<input type="checkbox"/>
2.4	<p>Is there a documented incident investigation procedure? If yes, provide a copy of a standard incident report form</p>			<input type="checkbox"/>
3	Safety and Health Workplace Inspections	YES	NO	Tick if att.
3.1	<p>Are regular health and safety inspections at worksites undertaken? If yes, provide a copy of the workplace inspection process</p>			<input type="checkbox"/>
3.2	<p>Is there a procedure by which employees can report hazards at workplaces? If yes, provide hazard report form</p>			<input type="checkbox"/>

6.3.3 PRICE INFORMATION - QUANTITATIVE CRITERIA

All prices are to be tendered **exclusive** of GST.

Respondents are to complete the pricing tables below and submit them with their tender:

Grader	\$
Multi Tyred Roller	\$
Semi Water Cart	\$

Hourly rates are to fully inclusive of mobilisation and demobilisation.

7 PART 7: REGIONAL PRICE PREFERENCE FORM

The following form has been developed to assist Respondents seeking to claim the Regional Price Preference.

REGIONAL BUSINESS PREFERENCE

To qualify as a Regional Business, Respondents are to include either one of the following with their Tender submission, clearly labelling the document as “Regional Price Preference”:

- a. A Shire rates notice;
- b. A utility bill; or
- c. A premise lease document.

Documents (a)-(c) above **must** be held in the business name or the company directors name and **must** be dated for a period six (6) to twenty-four (24) months prior to the closing date of Tenders.

REGIONAL CONTENT PREFERENCE

For Respondents who do not qualify as a Regional Business but who will be utilising Regional Content if successful, are eligible for a Regional Content Preference for the value of goods / services sourced from within the Shire. Respondents who seek to claim the Regional Content Preference acknowledge they may be required to demonstrate they have actually purchased the nominated goods / services, upon request from the Principal.

To qualify for the application of the Regional Content Preference, complete the below table for all Local Content:

Business name:	Business premise address:	Goods / Services to be provided:	\$ Value:	Corresponding Pricing Schedule line item(s):
Business name:	Business premise address:	Goods / Services to be provided:	\$ Value:	Corresponding Pricing Schedule line item(s):