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## INVITATION TO TENDER

### Culvert Conversion of Bridge 0700, Bindi Bindi – Toodyay Road

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<b>Invitation to Tender:</b>	Culvert Conversion of Bridge 0700 Bindi Bindi – Toodyay Road
<b>Tender Number:</b>	TEN 01 / 2021
<b>Deadline:</b>	2:00pm (WST) Wednesday, 17 February 2021
<b>Lodgement:</b>	Tenders can only be lodged using the Tenderlink. E-Tendering website: <a href="http://www.tenderlink.com/toodyay">www.tenderlink.com/toodyay</a>  <b><i>Hard copy, email and facsimile tenders WILL NOT be accepted.</i></b>

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## PART 1 - READ AND KEEP THIS PART

### 1. INTRODUCTION

This Invitation to Tender is for **bridge demolition and box culvert replacement of Bridge 0700, Bindi Bindi – Toodyay Road** within the Shire of Toodyay in Western Australia.

### 2. INVITATION TO TENDER DETAILS

#### 2.1 Definitions

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

**Attachments** means the documents you attach as part of your Tender;

**Australian Standard (AS)** refers to the latest revision, including any applicable amendments, of the quoted standard document;

**Contract** means the document which constitutes or evidence or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Consultant.

**Contractor** means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;

**Deadline** means the deadline for lodgement of your Tender; as shown on the front page of this Request;

**General Conditions of Contract** means the General Conditions of Contract for the Supply of Goods and Services;

**ITT** (Invitation to Tender) means this document;

**Offer** means your offer to be selected to supply the Requirements;

**Principal** means the Local Government known as the Shire of Toodyay;

**Requirements** means the goods and/or services requested by the Principal;

**Selection Criteria** means the criteria used by the Principal in evaluating your Tender;

**Specification** means the statement of Requirements that the Principal requests you to provide if selected.

**Tender** means the Completed Offer form, response to the Selection Criteria and Attachments;

**Tenderer** means someone who has or intends to submit an Offer to the Principal;

**Tender Period** means the time between advertising the Request and the Deadline;

**Works or Services** both mean the Requirements, services, or the whole of the work to be carried out and completed under the Contract including variations.

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### 2.2 How to Prepare your Tender

- (a) Carefully read all parts of this document;
- (b) Ensure you understand the requirements;
- (c) Make sure you have signed the Offer form and responded to all of the selection criteria; and
- (d) Lodge your tender before the deadline.

### 2.3 Contact Persons

All requests for clarification should be lodged through the E-Tendering portal.

For general enquiries other than requests for clarification:

**Jan Augustin**

Manager Assets & Services

(08) 9574 9360

records@toodyay.wa.gov.au

### 2.4 Site Inspection

A site inspection may be arranged as per contact details above. Tenderers are advised and expected to visit the site before submitting a Tender to ascertain for themselves the actual extent and nature of work. The Shire of Toodyay will not recognise any claim whatsoever on account of failure to do so.

## 3. EVALUATION PROCESS AND SELECTION CRITERIA

- (a) It is the Principal's policy to award contracts to organisations whose Tenders are assessed as offering the best value for money outcome for the Shire of Toodyay.
- (b) The Principal is not bound to accept the lowest or any Tender or any part of a Tender. The Principal may also accept more than one Tenders.
- (c) Tenders will be assessed for compliance with the requirements of the Conditions of Tender and any Contract requirements, including requirements detailed in this document, and the Treatments List (program of works).
- (d) Tenders will be assessed using a point scoring system with scores being awarded for each selection criteria and sub-criteria. Each criterion is weighted to reflect its relative importance. Weighted scores are then summed to yield the total score.
- (e) The criteria on which tenders will be assessed, the maximum weighted score for each criterion and the scoring methodology is as follows:

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Item	Evaluation Criteria	Weight (%)	Scoring Methodology
1	Company experience on similar projects	15	A score will be assigned to each Tenderer based on the evidence provided by the Tenderer of their firm's previous experience.
2	Nominated Project Team	5	A score will be assigned to each Tenderer based on the evidence provided by the Tenderer of the experience and capabilities of their nominated project team members.
3	Regional Price Preference	10	A score will be assigned to each Tenderer based on the evidence provided by the Tenderer where the whole or part of the contract is provided by and from regional sources.
4	Programme	20	A score will be assigned to each Tenderer based on the evidence provided by the Tenderer in the form of a proposed construction programme to undertake the Works.
5	Tendered price	50	A score will be assigned to each Tenderer based on the best value for money offer by the Tenderer.
	<b>TOTAL</b>	<b>100%</b>	

- (f) Assessment will be substantially based on information supplied by the Tenderers. To enable a proper assessment to be made, it is essential that Tenderers submit all relevant information in an accurate and concise format. Poorly presented, or inadequate information, may result in the tender being unsuccessful. Tenderers must ensure that Tenders are able to be assessed on a stand-alone basis and should not rely on information supplied to the Principal in previous tenders.

### **3.1 Tendered Rates and Prices**

- (a) The Principal requires the tender price to be submitted as per the Price Schedule. All price schedules are to be completed and submitted to constitute a conforming tender.
- (b) Any 'line item' in the Price Schedule not completed in a conforming manner will be deemed not tendered for.
- (c) It is the intention in this Tender to accept the offer that represents the best result based on skills, experience and capability within the funding allocated to the program of works. The lowest or any tender will not necessarily be accepted.

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- (d) For the purposes of completing the Price Schedule, the Tenderer is required to insert the GST exclusive amount for each Item.

**4. CONDITIONS OF TENDERING**

**4.1 Lodgement of Tenders**

- (a) The Tender must be lodged by the Deadline:

**Date: Wednesday, 17 February 2021**

**Time: 2.00pm WST**

- (b) The Tender is to be lodged electronically by utilising the Tenderlink E- Tendering portal - [www.tenderlink.com/Toodyay](http://www.tenderlink.com/Toodyay).
- (c) Tenderers must ensure that all electronic submission files are clearly named with the:
- (i) Principal's ITT Number; and
  - (ii) Tenderer's Name
- (d) The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat.
- (e) Any brochures, pamphlets or other supporting documentation shall be included, either in the same file or a separate file. If in a separate file, such documentation shall be fully cross referenced to the appropriate section of the submission.
- (f) All pages shall be numbered consecutively, and the Tender shall include an accurate index.
- (g) Where Tenderers lodge more than one (1) submission, the ITT documents and electronic files shall be clearly labelled and named to identify whether the submission:
- (i) supersedes a previously lodged tender;
  - (ii) is an alternative; or
  - (iii) is additional to a previously lodged tender.
- (h) Signatures are not required on tenders lodged electronically and submissions will be treated in accordance with the *Electronic Transactions Act 2003 (WA)*. However, Tenderers have the option of using an electronic signature or including a scanned, signed copy of the Offer Form as part of their electronic submission.
- (i) Ensure you understand the requirements.
- (j) Make sure you have signed the Offer and responded to all of the selection criteria.

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- (k) Email Tenders, Tenders submitted by facsimile or in any method other than through the E - Tendering portal **WILL NOT** be accepted.

**4.2 Rejection of Tenders**

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

- (a) The Tender is not submitted at the time and at the place specified in the Request; or
- (b) The Tenderer does not submit an Offer form which has been completed and signed together with the required Attachments; or
- (c) The Tender fails to comply with any other requirements of the Request.

**4.3 Late Tenders**

Tenders received after the Deadline will not be accepted for evaluation.

**4.4 Acceptance of Tenders**

- (a) Unless otherwise stated in this Invitation, Tenders may be for all or part of the Requirements and may be accepted by the Shire either wholly or in part. The Shire is not bound to accept the lowest Tender and may reject any or all Tenders submitted. The Principal will accept a Tender judged by the Principal as best suited to the interests of the Principal.
- (b) All Tenders will be given notification of the name of the successful Tenderer(s), the price accepted and the reason/s for being unsuccessful or advising that no Tender was accepted.

**4.5 Alternative Tenders**

- (a) All Alternative Tenders shall be accompanied by a conforming Tender.
- (b) Alternative Tenders are only evaluated after all conforming Tenders have been evaluated.
- (c) Tenders submitted as Alternative Tenders including those made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "ALTERNATIVE TENDER".
- (d) Any printed "General Conditions or Special Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded.
- (e) The Principal may in its absolute discretion reject any Alternative Tender as invalid.



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- (f) If the Tender is marked as an Alternative Tender, any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Shire in the event of a Contract being awarded.

### **4.6 Tender Validity Period**

A tender is binding on the Tenderer and open for acceptance by the Principal for a period of six (6) calendar months after the tenders closing date, or such other period as may be mutually agreed in writing between the Tenderer and the Principal.

### **4.7 General Conditions of Contract**

General Terms of Contract are formed by the contents of this document and any subsequent correspondence agreed upon between the Principal and successful tenderer(s).

### **4.8 Respondents to Inform Themselves**

Tenderers shall be deemed to have:

- (a) Examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- (b) Examined all further information relevant to the risks; contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- (c) Satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of work described therein;
- (d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer(s) 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.

### **4.9 Alterations**

- (a) The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.
- (b) The Principal will issue an addendum to all registered Tenderers where the Principal considers matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

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### 4.10 Ownership of Tenders

All documents, material, articles and information submitted by the Tenderer 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 Tenderer at the conclusion of the Tender process.

### 4.11 Canvassing of Councillors

If a Tenderer, whether personally or by an agent, canvasses any Shire Councillor (as the case may be) with a view to influencing the acceptance of any Tender made, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

### 4.12 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.

### 4.13 Tender Opening

- (a) All Tenderers and members of the public may attend or be represented at the opening of Tenders.
- (b) All Tenders will be opened at the Shire of Toodyay's Administration Office, following the advertised Deadline. No discussions will be entered into between Tenderers and the Principal's Officers concerning Tenders submitted.
- (c) The Tender opening will be held at:

**Where:** Shire of Toodyay Administration Centre  
15 Fiennes Street Toodyay  
**Date:** Wednesday, 17 February 2021  
**Time:** 2.15pm WST

Note: This is a viewing of the opening of the Tenders only and Tender documents and prices will not be made available.

### 4.14 In House Tenders

The Shire of Toodyay does not intend to submit an in-house Tender.

## 5. SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

### 5.1 Description of Services

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The Shire of Toodyay is seeking tenders for **bridge demolition and box culvert replacement**, consisting of a number of treatments grouped into the following categories:

- Construction of gravel side track
- Demolition of existing 3 span timber bridge
- Construction of reinforced concrete box culvert
- Reinstatement of road pavement
- Removal of side-track and site tidy

### 5.2 Scope of Work

- (a) The scope of work to be undertaken as part of this Contract is described in the following documents:

Annex Document Number	Description
1	Invitation to Tender (this document)
2	Technical Drawings Series C-21-0197-00, C-21-0197-01, C-21-0197-02, C-21-0197-03, C-21-0197-04, C-21-0197-05, C-21-0197-06
3	Bill of quantities
4	Shire of Toodyay: Civil Works Specification
5	Main Roads WA: Specifications 404 (Culverts), 406 (Rock Protection)
6	Traffic Analysis Summary – 0197 SLK 18.88 2020

- (b) The successful Tenderer shall provide an indicative treatment to the construction and traffic management of the gravel side track that is required for the duration of the works upon award. The adjacent landowner to the east of the structure has indicated that the construction of the side track within the property is permitted providing the site be restored at the end of the works.
- (c) The Shire of Toodyay currently has a gravel supply contract with Vernice Pty Ltd, screened gravel base for the project shall be obtained from the existing pit near the intersection of Forest and Goomalling - Toodyay Roads.

## **6. PROGRAMME**

### **6.1 Programme**

- (a) Tenderers must provide a programme for the works in the form of a Gantt chart clearly indicating the key tasks and their durations as well as an overall duration for the contract.
- (b) Programme completion deadline: 30 June 2021
- (c) The Tenderer's programme will form part of the evaluation criteria.

### **6.2 Hours of Work**

The Contractor must work the hours as prescribed by the Principal. Hours worked each day will not exceed 10 hours. Commencement of work is not to occur before 6:30am or continue after 6:00pm. No Works are to be performed on Sundays.

### **6.3 Accommodation**

The Contractor is responsible for arranging all accommodation and meals and any associated costs. The Principal will not separately reimburse the Contractor for accommodation and meals.

### **6.4 Provisions, Mobilisation and Demobilisation of Plant, Equipment and Facilities**

- (d) The Contractor must transport to the work site all plant, equipment and facilities eg toilets required to complete the Works and include mobilisation and demobilisation.
- (e) The Contractor must remove all plant and equipment and facilities required to complete the Works from the site upon and immediately after completion of the Works.

### **6.5 Water**

The Contractor must supply all water required for the execution of the Works.

### **6.6 Safety Requirements**

- (a) It is the Contractor's responsibility to ensure that the Works are conducted in a safe working environment, and that safe working practices are implemented and maintained for the duration of the Contract.

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- (b) The Contractor must provide and maintain all reasonable safety precautions required for the protection of property and for the safety and convenience of the public. The Contractor must provide and maintain a St John's Ambulance Association Industrial First Aid Kit, or similar, in an approved location on site.
- (c) High visibility clothing and approved safety footwear supplied by the Contractor must always be correctly worn during the execution of the Works.

### **6.7 Traffic Management**

- (a) The Contractor will be responsible for all traffic management procedures required for the execution of the Works.
- (b) The contractor is to ensure that traffic management is satisfactorily maintained for the duration of the works.
- (c) Traffic Management Plans to be approved by the Shire of Toodyay prior to implementation.

## **7. GENERAL CONDITIONS OF CONTRACT**

### **7.1 General Obligations and Commencement**

- (a) The Contractor must carry out the Works in the Contract as directed by the Principal. The Contractor is solely responsible for all costs associated with the performance of the Services except to the extent otherwise expressly provided for in the Contract.
- (b) The Contractor must at all times and in accordance with the requirements and directions of the Principal and at no cost to the Principal additional to that already provided for in the Price Schedule:
  - (i) take all reasonable steps to co-ordinate and integrate the execution of the Works with the activities of other Contractors, subcontractors and suppliers;
  - (ii) attend such co-ordination meetings called by the Principal to plan, review and co-ordinate the Works;
  - (iii) at all times refrain from carrying out any operation on-site in a manner which is likely to cause damage or inconvenience to the execution of the Works;
  - (iv) take all necessary steps to protect the work from accidental damage caused by other contractors;
  - (v) at all times cooperate with the Principal, any public or private utilities, statutory or other relevant authorities and others who may be engaged on the site so as to promote and foster a co-ordinated and integrated approach to the execution of the Works;

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- (vi) take all reasonable steps to co-ordinate with and afford all reasonable access to any public or private utilities, statutory and other relevant authorities and others which may be engaged on the site;

## **7.2 Principal's Representative and Supervisor**

The Principal may appoint a Principal's Representative to manage the Works on behalf of the Principal, and the Contractor must permit both the Principal and the Principal's Representative to manage and inspect and must also comply with all lawful directions given by the Principal or the Principal's Representative.

## **7.3 Contractor's Representative**

The Contractor must appoint a representative approved by the Principal to manage and administer the execution of the Works on behalf of the Contractor (the ***Contractor's Representative***). Directions of the Principal given to the Contractor's Representative will be deemed to be directions given to the Contractor.

## **7.4 Cleanliness of Site**

- (a) The Contractor must maintain all site areas in a clean, tidy and hygienic state to the satisfaction of the Principal.
- (b) The Contractor must remove all traces of equipment and facilities from the site upon and immediately after completion of the Works, to the satisfaction of the Principal.
- (c) Dust suppression must be maintained at a standard acceptable to the Principal.

## **7.5 Notices**

Any notice or communication under this Contract given by either party must be in writing and signed and must be delivered by hand or by certified mail to the address of the other party as stated in this Contract.

## **7.6 Reporting**

The Contractor must report to the Principal upon its activities verbally or in writing as and when requested by the Principal.

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**8. SPECIAL CONDITIONS OF CONTRACT**

**8.1 Insurances**

- (a) The Contractor shall be solely responsible for the Works and shall bear the sole risk for any loss or damage whether to any person or property caused by or resulting from, directly or indirectly, any act or omission of the Contractor or any default or negligence by the Contractor.
- (b) The Contractor shall indemnify and keep indemnified the Council from and against any loss or damage and against all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of any act or omission of the Contractor or any default by the Contractor.
- (c) The Contractor shall, at the Contractor's own expense, procure and maintain and shall ensure that all sub-contractors procure and maintain the following insurance, such insurance shall be specifically endorsed so that it is deemed primary to any insurance effected by on behalf of the Council and shall contain a cross liability clause which shall treat each of the insured parties as if a separate policy had been issued to them:
  - (d) Public liability insurance for an amount of not less than 20 Million dollars for any one accident or occurrence in the name of the Council and the contractor.
  - (e) Third party property damage insurance of not less than Ten Million dollars in respect of any motor vehicles, plant or equipment used in the performance of the contracted Works.
  - (f) If the Contractor or any sub-contractor employs any person or persons to perform the Works or any part thereof, documentation certifying current workers compensation insurance, public liability insurance and third-party property damage by the Contractor must be provided to Council before commencement of Works.
  - (g) If the Contractor or any sub-contractor employs any person or persons to perform the Works or any part thereof, awareness and compliance of Council occupational safety and health guidelines and policy must be empowered and acknowledged.
  - (h) Any other insurance which is required by the laws of the Commonwealth of Australian and State of Western Australia and as amended by these guidelines following its review.

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**8.2 Quality of Service**

- (a) All Services rendered shall conform to the standards specified in the Tender.
- (b) Where no standards are specified in the Tender, the Works shall comply with the appropriate and current Australian Standard or such other standard as the Shire of Toodyay shall consider appropriate.
- (c) If no Standards are applicable, the Works shall be of the highest standard and carried out promptly with all due skill care and diligence.
- (d) The Contractor shall employ only such persons as are careful, skilled and experienced in their respective professions trades and callings who hold all necessary licenses, permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Works and the requirements of the Contract.

**8.3 Settlement of Disputes**

- (a) The Parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- (b) Either Party may refer to an appropriate independent expert, agreed to by the Parties, any Services for the examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.
- (c) Any dispute or unresolved claim arising out of or relating to the Contract of the Breach, termination or invalidity thereof shall first be the subject of conciliation before a conciliator who is either agreed to by both Parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- (d) If the dispute has not been resolved within twenty-eight days (or such other period agreed in writing between Parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be affected:
  - (i) by an arbitrator mutually agreed upon between Parties; or
  - (ii) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators; and
  - (iii) in accordance with the Commercial Arbitration Act 1985.



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### 8.4 Price Variation

- (a) Contract prices shall be firm unless otherwise stated in the Contract.
- (b) Any adjustments to the Contract Sum shall be made in accordance with the General Conditions of Contract.
- (c) Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Shire of Toodyay full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Shire of Toodyay may require to verify any claim of variation. All applications for variation must be shown in a statement form detailing the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.
- (d) Where the Contract price is the price ruling at date of performance of the services the Contractor shall produce to the Shire of Toodyay evidence to verify each claim for payment.
- (e) Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.
- (f) Reductions affecting the Contract rates shall be notified by the Contractor to the Shire of Toodyay immediately they occur and the Contractor shall repay to the Shire of Toodyay the full amount of any overpayment made by the Shire of Toodyay within fourteen days of the reduction being authorised by the Shire of Toodyay.
- (g) Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Shire of Toodyay as far in advance as practicable of the date from which the variation is sought to commence.
- (h) All variations approved by the Shire of Toodyay shall operate from a date determined by the Shire of Toodyay, which shall not be earlier than the date of the formal application for variation.
- (i) The onus shall be upon the Contractor to prove to the satisfaction of the Shire of Toodyay all details of any variation claimed.
- (j) In all matters of price variations (up or down) the Contractor shall make available to the Shire of Toodyay within the time specified by Shire of Toodyay such information, records, facts and figures as the Shire of Toodyay shall require.

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- (k) Failure to supply the required information, records, facts and/or figures shall entitle the Shire of Toodyay to refuse variation.
- (l) Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variations arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

### 8.5 Assigning or Subletting

- (a) The Contractor shall not without the previous consent of the Shire of Toodyay in writing, assign transfer, mortgage, charge, encumber, sublet or sub contract the Contract, or any part thereof.
- (b) The Contractor shall not assign transfer mortgage, charge or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Shire of Toodyay being first obtained.
- (c) Any consent shall not discharge the Contractor from any liability respect of the Contract and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions on the absolute discretion of the Shire of Toodyay.

### 8.6 Termination of Contract

- (a) Where the Contractor:
  - (i) fails to supply and provide the services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
  - (ii) assigns subcontractors or sublets the Contract, or any part thereof, or assigns, mortgage, charge or encumber, all or any of the moneys payable or to become payable under the Contract, of one other interest of benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Shire of Toodyay being first obtained; or
  - (iii) (if an individual) becomes bankrupt; or
  - (iv) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or

**PART 1 - READ AND KEEP THIS PART**

- (v) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (vi) includes any statement fact information representation or material in its Tender which is false, untrue or incorrect; or
- (vii) fails in any matter to perform the Contract to the complete satisfaction of the Shire of Toodyay,

then, as in every such case, the Shire of Toodyay may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

- (b) All damages and expenses incurred by the Shire of Toodyay, because of non-compliance to the Contract by the Contractor, ascertained and certified to by the Officer, shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or of that may have been deposited by itself as security in respect to the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall not be sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Shire of Toodyay and may be recovered for the Contractor in any Court of competent jurisdiction.
- (c) If the Contract is terminated the monies which have been previously paid to the Contractor on the account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contractor. All sums of money that may be due to the Contractor and unpaid, all sums of money (if any) held as security, shall be forfeited and may be retained by the Shire of Toodyay.
- (d) Upon termination of the Contract all monies previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

**8.7 Failure to Supply**

Where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time, the Shire of Toodyay may without being liable in any way to the Contractor, obtain or acquire such Services as it requires from any other source supplier or provider thereof. The existence shall be determined by the Shire of Toodyay in its sole discretion.

**8.8 Variation of Contract Terms**

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Shire of Toodyay in writing.

**PART 1 - READ AND KEEP THIS PART**

**8.9 Suspension of Payments**

Should the Contractor refuse or neglect to carry out instructions of the Shire of Toodyay in regard to any matter connected with the Tender, the Shire of Toodyay may suspend all payments to the Contractor until such instructions have been complied with.

**8.10 Complying with the Statutory Requirements**

- (a) The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.
- (b) Without limiting in any way, the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health, Safety and Welfare Act 1984 and all improvement notices, probation notices and codes of practice (if any) issued there under and having application to this Contract.
- (c) If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Shire of Toodyay specifying the departure from such provisions that he considers necessary to comply with such requirements.

**8.11 Authority Approvals**

The Contractor is required to obtain all necessary Authority Approvals to undertake the Works and to pay all costs associated with obtaining such approvals or permits.

**PART 2 – COMPLETE AND RETURN THIS PART**

**9. GENERAL AND CORPORATE INFORMATION**

The Tenderer shall complete and submit all sections of Annex Document 2 (Treatments List incorporating Price Schedule). Where an Item is not applicable, it should be marked N/A and an explanation provided, where appropriate, of why it is not applicable.

**9.1 Organisation Profile and Referees**

Attach your organisation profile.	Attachment 1 <input type="checkbox"/> Tick✓if attached
If companies are involved, attach their current ASC company extracts search including latest annual return.	Attachment 2 <input type="checkbox"/> Tick✓if attached
Attach details of your referees. You should give examples of work provided for your referees where possible.	Attachment 3 <input type="checkbox"/> Tick✓if attached

**9.2 Agents**

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address) of your principal,	Attachment 4 <input type="checkbox"/> Tick✓if attached

**9.3 Trusts**

Are you acting as a trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, in an attachment; (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	Attachment 5 <input type="checkbox"/> Tick✓if attached

**9.4 Sub-Contractors**

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed.	Attachment 6 <input type="checkbox"/> Tick✓if attached

**PART 2 – COMPLETE AND RETURN THIS PART**

**9.5 Conflicts of interest**

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or is any such conflict of interest likely to arise during the Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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.	Attachment 7 <input type="checkbox"/> Tick✓if attached

**9.6 Financial Position**

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees.	Attachment 8 <input type="checkbox"/> Tick✓if attached

**9.7 Quality Assurance**

Does your organisation have any quality assurance or quality assurance systems?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position.	Attachment 9 <input type="checkbox"/> Tick✓if attached

**PART 2 – COMPLETE AND RETURN THIS PART**

**9.8 Insurance Coverage**

The insurance requirements for this Request are stipulated at Clause 4.20. Tenderers are to supply evidence of their insurance coverage in a format as outlined below. A copy of the Certificate of Currency is to be provided to the Principal within ten days of acceptance.	Attachment 10 <input type="checkbox"/> Tick <input checked="" type="checkbox"/> if attached
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Type	Insurer Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Professional Indemnity Insurance				
Workers Compensation Insurance				

Failure to provide details of insurance coverage in accordance with the specified insurance levels may eliminate the Tender from consideration at the Principal's discretion.

**10. RESPONSE TO SELECTION CRITERIA**

**10.1 Compliance Criteria**

Have you complied with the Specification contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with the Conditions of Tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with and completed the price schedule?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**10.2 Qualitative Criteria**

Before answering the qualitative criteria, Tenderers shall note the following:

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

**PART 2 – COMPLETE AND RETURN THIS PART**

**10.3 Company Experience on Similar Projects**

Describe your experience in completing similar projects. Tenderers shall as a minimum address the following information:  (a) Provide details of similar work. (b) Provide scope of the Tenderer's involvement including details of outcomes.	Attachment 11 <input type="checkbox"/> Tick✓if attached
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**10.4 Nominated Project Team**

(a) Provide details of nominated project team and in particular site-based personnel including referees. (b) Provide proposed project organisation structure.	Attachment 12 <input type="checkbox"/> Tick✓if attached
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**10.5 Programme**

Tenderers should demonstrate their ability to deliver the Works by providing a Gantt Chart programme outlining each component of the Works.	Attachment 13 <input type="checkbox"/> Tick✓if attached
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**11. PRICE INFORMATION AND SCHEDULES**

- (a) Tenderers must complete and submit a pricing schedule as set out in the tender documentation.
- (b) A conforming tender must be submitted. Alternative tenders may also be submitted if fully inclusive of all associated costs including design fees.
- (c) Before completing the Price Schedule, Tenderers should read the entire Request.

**11.1 Discounts**

Are you prepared to allow a discount for prompt settlement of accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment.	Attachment 14 <input type="checkbox"/> Tick✓if attached



**PART 2 – COMPLETE AND RETURN THIS PART**

**12. OFFER FORM**

To: The Chief Executive Officer, Shire of Toodyay

Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Web: \_\_\_\_\_

I/We agree that I am/We are bound by, and will comply with:

1. 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.
2. The Tendered price is valid up to ninety calendar days from the date of the Tender closing unless extended on mutual agreement between the Principal and the Tenderer in writing.
3. I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.
4. The Tendered consideration is as provided under the Price Schedule in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day or \_\_\_\_\_ 2021

\_\_\_\_\_  
Signature of Authorised Signatory of Tenderer

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name of Authorised Signatory  
(PLEASE PRINT)

\_\_\_\_\_  
Name of Witness (PLEASE PRINT)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**PART 2 – COMPLETE AND RETURN THIS PART**

**13. SAFETY AND WORK PRACTICE REQUIREMENTS**

**CONTRACTOR TO SIGN THIS FORM AND  
RETURN WITH TENDER SUBMISSION / DOCUMENT(S)**

- (a) All Contractors shall ensure that they, their plant, equipment and personnel comply with the *Occupational Safety and Health Act 1984* and the *Occupational Health Safety and Welfare Regulations of 1988*.
- (b) In addition all personnel shall comply with the safety standards of the Shire, especially with regard to safety footwear, high visibility vests and minimum standard of clothing for sun protection (long sleeve shirt with collar). All necessary safety equipment shall be provided by the Contractor.
- (c) The Shire is committed to providing a safe and healthy workplace for staff, contractors and visitors. Accordingly, Council recognises its general duty of care obligations as an employer, under the relevant schedules of *Occupational Safety and Health Act 1984*, and as such requires that any person engaged by Council to perform work shall comply with any prescribed standards, rules and requirements to ensure that the risk of personal injury, plant or property damage or any other accidental loss or environment damage are so far as is practicable, diminished.
- (d) The Contractor is required to comply with local site rules and regulations. This includes but is not limited to:
  - (i) observing smoking regulations;
  - (ii) the ban of use of illegal drugs, alcohol consumption or carrying of live ammunition or firearms on site;
  - (iii) the ban of having accompanying children on site;
  - (iv) observe housekeeping rules;
  - (v) use and/or wear personal protective equipment as specified; and
  - (vi) appropriate clothing for sun protection (long sleeve shirt with collar)
- (e) As the Contractor engaged by Council, you will be informed about your obligations and you may be required to attend or receive induction training prior to commencement on site. (This may include information about first aid kit locations, Danger and Out of Service tag procedures or emergency evacuation information or location of fire-fighting equipment).

Tenderer: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**PART 2 – COMPLETE AND RETURN THIS PART**

**14. COUNCIL POLICY COMPLIANCE**

**CONTRACTOR TO SIGN THIS FORM AND  
RETURN WITH TENDER SUBMISSION / DOCUMENT(S)**

- (a) To comply with Council Policies, Contractors should be aware and receive a copy of Council's Safety Handbook.
- (b) Contractors will be required to provide proof of relevant insurance coverage or certificates of competency and contractors are required to report any injury, damage or loss to plant and property to the relevant council officer arranging the service.
- (c) The Contractor shall at all times conform strictly to the provisions of all site regulations as issued. Breaches may jeopardise future work with council. You are urged to consider these issues and to ask questions if unsure.

Tenderer: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Tender for: Culvert Conversion of Bridge 0700 Bindi Bindi – Toodyay Road