



Request for Tender

Deadline	31 May 2024 at 4pm (WST)
Request for Tender:	Design & Construct - Two 3 Bedroom, 2 Bathroom Dwellings
RFT Number:	RFT 04-23/24
Address for Delivery:	tenders@cunderdin.wa.gov.au Shire of Cunderdin Administration Office 37 Lundy Ave CUNDERDIN WA 6407

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1 Conditions of Tendering

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations
Deadline:	The deadline for lodgment of your Tender as detailed on the front cover of this Request
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods nominated in Part 3 Your offer to supply the Requirements.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Cunderdin
Request OR RTF OR Request for Tender:	This document
Requirement:	The Goods and Services, including works requested by the Principal
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to deliver if selected.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*). Part 4 – Special Conditions of Contract (*read and keep this part*).

Part 5 – Tenderer's Offer (*complete and return this part*).

Part 6 – Contractor's Occupational Safety and Health Management System Questionnaire (*complete and return this part*).

Part 7 – Tenderer's Safety Record (*complete and return this part*).

Part 8 – Project Reference Sheet (*complete and return this part*).

Part 9 – Tenderer's Resources Schedule (*complete and return this part*).

Separate Documents

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

1.3 How to Prepare Your Tender

Tenderers must:

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

1.4 Contact Persons

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

Name:	<i>Stuart Hobley</i>
Telephone:	<i>08 9635 2700</i>
Email:	<i>stuart.hobley@cunderdin.wa.gov.au</i>

1.5 Tender Briefing/Site Inspection

Tender briefing/site inspection is not required, however a site inspection can be arranged by appointment, but will not alter the time and date of closing.

1.6 Customs Duty

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

1.7 Site Allowances

This contract is not subject to adjustment for Site allowances.

1.8 Lodgment of Tenders and Delivery Method

Tender's lodged by electronic mail (email). The Deadline for this request is 31 MAY 2024 at 4pm (WST).

- a) Be submitted by electronic mail (Email) in PDF format. Multiple files must be named and included in a clear and concise manner. All pages must be numbered consecutively and the Offer must include an index.
- b) Shall be no more than 20MB in size per email
- c) Contain the RFT Number and Title, and Tenderers name in the subject line. Multiple emails shall be numbered in the subject line (e.g. Email 1 of 3).
- d) Be sent to the email address detailed on the front of this Request Document in sufficient time to be received by the time and date nominated.
- e) In submitting a Tender electronically. Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- f) Tenderers should allow sufficient time for Tender Lodgment, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- g) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- h) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

- i) Tenderers acknowledge that:
 - i) Lodgment of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
 - ii) The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

Tenders lodged in person. The Deadline for this request is Friday 31 MAY 2024 at 4pm (WST).

Tenderers must ensure:

- a) That they have provided two (2) signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound.
- b) All pages must be numbered consecutively, and the Tender must include an index.
- c) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- d) Delivered by hand and placed in the Tender Box at 37 Lundy Avenue, Cunderdin WA (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer Shire of Cunderdin, 37 Lundy Ave, Cunderdin WA 6407. When sent with this method, the time of receipt will be when they are picked up from the post office, which is a duty the Shire Administration Officer carries out daily. Therefore, Tenderers should account for transit and sorting time as there is a possibility that the local post office may receive the tender for collection after the lodgment deadline.
- e) Any brochures or pamphlets must be attached to both the original and the copies.

1.9 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.
- d) No web links or hyperlinks will be considered as part of any submission.

1.10 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request; will not be accepted for evaluation.

1.11 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.13 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.14 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.15 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

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

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

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

1.16 Non-Conforming Tenders

Non-conforming Tenders will be considered.

Non-conforming tenders must:

- a) be clearly marked as non-conforming.
- b) Detail how they do not meet the criteria.

1.17 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the

Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;

- d) Undertake their own verification of all quantities used for deriving works item totals prior to tendering;
- e) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- f) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.18 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.19 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency
- b) any financial analytical assessment undertaken by any agency, and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer
- d) so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

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

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

1.20 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (e.g. tendered prices and other relevant whole of life costs are considered).
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.21 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The

aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.22 Compliance Criteria

These criteria are detailed within Section 5, item 5.2.1, and will not be point scored.

Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.23 Qualitative Criteria

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

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

1.24 Value Considerations

Weighted Price Criteria

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (e.g., Regional Price Preference Policy).

Criteria	Weighting
Cost	50%
Relevant Experience/ Key Personnel Skills and Experience	20%
Design and Quality	20%
Timeline	10%
Total	100%

1.25 Price Basis

Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes, and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.26 Ownership of Tenders

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

1.27 Canvassing of Officials

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

1.28 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation, or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.29 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.30 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at the Shire of Cunderdin Administration Office, 37 Lundy Ave, Cunderdin.

1.31 Monetary Values

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc) are net values. They do not include Goods and Services Tax (GST).

1.32 In House Tenders

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

2 Statement of Requirements

2.1 Contract Requirements in Brief

This tender is to supply The Shire of Cunderdin with two stand alone 3 bedroom, 2 bathroom dwellings on a single land parcel being 30 Mitchell Street, Cunderdin. Tenderers are required to encompass all development and construction processes from, clean site until the residence is suitable for occupancy.

A full statement of the goods/services required under the proposed contract appears in the Section 2.4 – Scope of Works.

2.2 Introduction

The Shire of Cunderdin offers subsidised rates of accommodation to employees when available.

Currently there is a lack of housing options available in the community. Construction of appropriate residential accommodation will enable the Shire to attract prospective skilled staff members to the Shire of Cunderdin workforce.

30 Mitchell Street has been Surveyed and processed to accommodate the construction of two (2) residences.

2.3 Definitions

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

Contractor's Representative	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services	Means the Services, which the Contractor is required to provide to the Principal, and any subsidiary Contractors under the Contract.

2.4 Scope of Work

2.4.1 Site preparation and preliminaries

- a) All design and construction shall comply with the National Construction Code (BCA/NCC), the Residential Design Codes and relevant Australian Standards.
- b) Certificate of Construction Compliance as per Building Act 2011.
- c) All government planning and building permits/approvals as required.
- d) Bushfire Attack Level (BAL) assessment.
- e) Suitable termite protection system (Termguard or similar) to suit the site conditions.
- f) Engagement and management of all design, engineering and compliance consultants.
- g) All underground service location checks.
- h) All utilities providers' approvals, head works, and connection fees.
- i) All site clearing and disposal including trees, vegetation, and any topsoil to be removed, and all excavation (Principal will provide a suitable location within 5km of the town site to for the removed items).
- j) Soil test and engineering details for footings and site works.
- k) Earthworks preparation of the site including surveying, compaction/cutting, grading and shaping, backfilling, penetrometer testing pre-lay of sewerage, stormwater and drainage as necessary, garden reticulation preparation, and concreting footings;
- l) Power, telephone, and water supplied from the property boundary.
- m) All power, water, sewer head works, and installations of junctions. This to include the pre-lay of sewerage, stormwater/drainage, power and telephone.
- n) All stormwater disposal offsite must comply with Local Authority Requirements.
- o) A copy of all certificates for approved installation of services and components (i.e. Electrical, smoke alarm, plumbing, civil engineering etc) to be forwarded to the Shire of Cunderdin.
- p) Site to be kept neat and tidy during works and leaving the site clean before final handover.

- q) Internal and external cleaning by a before final inspection with Principal, and Principals Representatives.

2.4.2 Design Elements

- a) Ensure house is designed to allow optimum climatic settings for internal comfort with minimum demand on heating and cooling.
- b) Reduce greenhouse gas emissions by reduced building waste and energy intensive materials.
- c) Minimum 3 bedroom, 2 bathroom single storey home.
- d) Open plan kitchen, dining, and living room.
- e) All fixings, and fit-off's to be chosen by the Principal.

2.4.3 Exterior

- a) Engineered pre-stressed concrete slab with termite barriers.
- b) Engineered steel (90mm) roof trusses or timber constructed in accordance with a minimum AS 1684.2 standard applied.
- c) External Walls
 - i) Single brick or cladding:
 - (1) Engineered steel (90mm) wall frames or timber framing in accordance with AS 1684
 - (2) R2.7 insulation batts to all external walls.
 - ii) Double Brick.
- d) Colorbond corrugated roofing, storm proof slotted gutters, fascia, barge, capping, flashings, grates and downpipes (not concealed and no 90 degree bends).
- e) Thermal wrap beneath all corrugated sheeting.
- f) R3.0 ceiling insulation.
- g) Double-glazed windows for all window openings.
- h) Painted compressed fibre cement (CFC) lined eaves to all elevations.

- i) Screens and locks to all opening windows (must include breeze locks).
- j) Security screens and dead locks for all external doors.
- k) Weather/vermin seals to all external doors.
- l) Solid core front door with secure glazed vision pane and dead bolt.
- m) All external painting (if applicable).
- n) Front porch with enclosed roof and lighting.
- o) Alfresco area at rear of house with lighting.
- p) Excavation and planting of lawn and landscaped areas, with plants and trees to be waterwise, and reticulation installed.
- q) Entire block to be fully fenced with colorbond fencing and individual dwellings to be separated with colorbond fencing.
- r) All outdoor locks to be keyed alike, with four (4) copies of all keys given to the Principal upon job completion – to be keyed with Council's keying system.

2.4.4 Garage

- a) Minimum single carport or garage.
- b) Reinforced concrete slab
- c) Concrete driveway to road kerb.

2.4.5 Interior

- a) Minimum 2400mm ceilings
- b) Walls:
 - i) Plasterboard (if external walls clad or single brick) and
 - ii) Plaster or plasterboard (Double Brick)
- c) Plasterboard Ceilings with coved cornice.
- d) MDF skirting boards (minimum 67mm) throughout house with the exception of wet areas.
- e) Steel door jambs and casing.
- f) Redicote doors and quality handles. (Privacy locks on master bedroom, bathroom, and toilet doors).
- g) All internal painting
- h) Double roller blind window treatments to all living area exterior windows
- i) Panel glide blinds to exterior sliding doors
- j) Floor coverings:
 - i) Quality carpet to be installed in all bedrooms
 - ii) Quality 200 x 200mm tiles to be installed in all wet areas (including showers, ensuite, laundry, bathroom etc.). All grout to be sealed and tile type easy to clean.
 - iii) Quality tile/vinyl/laminate/timer/hybrid in other areas (including living, dining, kitchen, passageways etc).
- k) Reverse cycle air-conditioning to service minimum kitchen and living areas.

2.4.6 Electrical

- a) Main switchboard cabinet is to be steel, on concrete plinth or built into the side of house with SGPO connected to common services meter. The common services meter to be a 'SMARTPOWER' meter where security lighting, reticulation controller, pumps and any other common equipment collectively totals 200 watts or more. All service cabinets to have two separate keys for access.
- b) 5 – 6kw solar power system to be included
- c) LED light fittings (internal and weatherproof external)
- d) Light fittings to all lights (if applicable).
- e) External sensor lights to front driveway and rear/side as appropriate.
- f) Smoke alarms hardwire to mains, photoelectric, non-removable with 10 year battery. 'Replace by' label to be on device. Must be certified to AS3786:2014.
- g) Telephone cabling.
- h) Television points (two in living areas. One in master bedroom)
- i) All power and light circuits to be protected by RCD with safety switches installed in switchboard.
- j) Appropriate number of GPO's, including weather proof exterior GPO's. The minimum requirement will include.
 - i) Kitchen – Two (2) banks of four (4) GPO's.
 - ii) Living/Dining Area – Three (3) double GPO's.
 - iii) Bedrooms – Two (2) double GPO's
 - iv) Laundry – Two (2) double GPO's
 - v) Bathrooms – One (1) double GPO
 - vi) Exterior of House – One (1) double GPO in rear alfresco area and One (1) double GPO in garage/carport

2.4.7 Plumbing

- a) Stormwater to be discharged to be appropriate soak wells or offsite depending on conditions.
- b) Heat pump or solar hot water system (minimum 5-6kw)
- c) All plumbing fixtures and fittings.
- d) Mixer taps throughout the houses, with adequate under spout to edge of basins.
- e) Hot and cold water services, and waste connection.
- f) Accessible floor waste throughout, of metal construction.
- g) Fittings for gas service (bottled gas)
- h) Gas point for kitchen (stove cooktop)
- i) LPG Gas point in living area.

2.4.8 Kitchen

- a) Minimum single door recessed cupboard pantry
- b) Minimum 4 burner gas cooktop
- c) Canopy ducted range hood to suit
- d) Minimum 600mm electric oven.
- e) Kitchen cabinets with laminated benchtops, vinyl wrap doors (including soft closing doors).
- f) Sufficient storage space for utensils and equipment
- g) Provision for a dishwasher, fridge, and microwave recess with electrical and plumbing connections.
- h) Minimum one and three quarter bowl sink with side sink drainer.
- i) Bin storage area for medium sized rubbish bin.
- j) Tiled splashback or other suitable easy to clean and durable material, including GPOs and all returns.

2.4.9 Bedrooms

- a) Main Bedroom (Bedroom 1)
 - i) To include ensuite bathroom
 - ii) Minimum three bypass sliding door built in robe (mirrored doors optional) with shelving, drawers and hanging space.
 - iii) Block out roller blind window treatment with curtain.
- b) Minor Bedrooms
 - i) Minimum single door built in robes with minimum one shelf and hanging rail.
 - ii) Minimum double roller blind window treatments.

2.4.10 Bathrooms

- a) Ensuite Bathroom- To service Main Bedroom (Bedroom 1).
 - i) Vanity
 - Laminated benchtops.
 - Vinyl wrap soft close drawers, and cupboard doors
 - Minimum one basin with mixer tapware.
 - Splash backs above vanity to be a minimum height of 200mm and
 - Tiled skirting to wet area a minimum of 100mm high.
 - ii) Exhaust fan.
 - iii) Framed mirror to width of vanity.
 - iv) Chrome finish metal double towel rails.
 - v) Frameless pivot shower screen (safety glass).
 - vi) Hobless tiled shower recess with square tile insert floor waste.
 - vii) Shower recess tile height to be at least 2000mm.
 - viii) Quality shower head.
 - ix) Shower niche.

- b) Main Bathroom – To service minor bedrooms
 - i) Hobless tiled shower recess with quality insert floor waste.
 - ii) Vanity:
 - Minimum laminated benchtop
 - Vinyl wrap soft close drawers, and cupboard doors
 - iii) Minimum one basin with mixer tapware and chrome pop-up waste drain.
 - iv) Splash backs above vanity to be a minimum height of 200mm and high skirting to wet area a minimum of 100mm high.
 - v) Ceiling mounted exhaust fan.
 - vi) Framed mirror to length of vanity.
 - vii) Chrome finish metal double towel rails.
 - viii) Frameless pivot shower screens (safety glass).
 - ix) Minimum 1500mm x 730 x 510mm built in bathtub.

2.4.11 W/C's (Stand Alone and Ensuite)

- a) White dual flush toilets suites
- b) Chrome finish metal roll holders.
- c) Ceiling mounted exhaust fan.
- d) Tiled skirting to minimum of 100mm high.

2.4.12 Laundry

- a) Linen cupboard (5 shelves) located within or adjacent to laundry.
- b) Broom cupboard located within or adjacent to laundry.
- c) Stainless steel trough (minimum 70L)
- d) Separate washing machine tap set.

- e) Splash backs above trough to be a minimum height of 200mm.
- f) Tiled skirting to wet area a minimum of 100mm high.
- g) Adequate space for a family sized floor mounted washing machine and dryer.

2.5 Implementation Timetable

Completion of the project to be finalised by March 2025. Milestone timeframes include;

- a) Contract signing – June 2024
- b) Preliminaries – July 2024
- c) Site Preparation – August 2024
- d) Connection of electrical, water, sewerage, phone and gas – January 2025
- e) Connection of utilities to service providers – February 2025
- f) Pest control and treatment –January 2025
- g) Final cleaning and key cutting –February 2025
- h) Handover – March 2025

2.6 List of Applicable Documents

Annexure A - Shire location map

Annexure B - Site map

Annexure C - Deep Sewerage Plan

3 General Conditions of Contract

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

3.1 Insurances

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

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

Product Liability - Product Liability policy is to provide the insured with protection against losses arising out of the defective nature of the insured's products. The protection provided by this policy usually extends to losses or damage sustained by third parties as a result of use of the insured's product.

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

All insurances **MUST** be kept current for the duration of the project.

3.2 Period of Contract and Termination

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

4 Special Conditions of Contract

4.1 Administrative Requirements

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

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

4.2 Quality Control

The Principal shall conduct regular inspections auditing works being carried out.

The Contractor shall be responsible for ensuring the following outcomes:

- a) That schedule of activities in the project programming are conforming to specifications.
- b) That work is being carried out within the specified time constraints.
- c) That all certificates are acquired where required before commencement of certain parts of works (compaction certificate, engineering compliance certificate, engineering certificate, etc.).

4.3 Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) required by law;
- b) specified in the Contract documents; and
- c) required to identify the Contractor's premises

No other sign, advertisement, promotion, or other display will be erected on the site without the written approval of the Principal.

4.4 Copies of Documents

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

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

4.5 Environmental Protection

4.5.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extent necessary to satisfy the requirements of the Principal in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.5.2 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site.
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment.
- c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented.
- d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent.
- e) Ensure that no fire shall be lit without the written approval of the Principal.
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

4.5.3 Soil Erosion

The contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.5.4 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.

4.5.5 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.5.6 Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Principal.

The Contractor can make use of the Cunderdin Refuse Site, during the site's regular open hours, to dispose of building waste without incurring waste disposal fees.

4.5.7 Smoking on Construction Sites

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

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms, or enclosed toilet facilities; and
- b) inside existing premises that are designated as "no smoking" areas.

4.6 Contractor's Representative

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

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

4.7 Existing Improvements

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

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.8 Temporary Safety Fence (optional)

The Contractor shall provide a temporary fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and health Regulations 1996 and with any amendments that may be made to the Act and the Regulations.

4.9 Materials, Labour and Constructional Plan

4.9.1 Workmen's Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Principal.

4.9.2 Accommodation

The Contractor shall provide accommodation and all meals for any managers, supervisors or workmen and/or any subcontractors and their employees until practical completion of the works.

Please note: Accommodation is limited in the Shire of Cunderdin, so it is recommended to investigate and plan lodging requirements.

4.9.3 Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Principal the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Principal.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

4.10 Materials and Work

4.10.1 Regulations

The Contractor shall comply with the Work, Health and Safety Act 2020 (the "Act") and the Work Health and Safety (General) Regulations 2022 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Principal with another copy kept on Site by the Contractor.

4.10.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers, and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.10.3 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 Principal in writing, its Safety Management Plan.

4.10.4 Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.10.5 Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.10.6 Site and Public Security

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.10.7 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site-specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers' operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.10.8 Materials to be Supplied by the Principal

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

4.10.9 Services Installation

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

4.10.10 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- a) *7am – 6pm*

Work days are Monday to Friday. Works on Sundays subject to approval by the Principal.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

4.10.11 Schedule of Warranties

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract.

4.10.12 Brands of Material Schedules

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Principal of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

4.10.13 Goods and Services Tax (GST)

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer

Shire of Cunderdin

37 Lundy Ave

CUNDERDIN WA 6407

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

of: _____
(REGISTERED STREET ADDRESS)

ABN: _____ ACN (if any) _____

Telephone No: _____ E-mail: _____

In response to Request for Tender (RFT) RFT 04-23/24 Two (2) 3 Bedroom, 2 Bathroom Dwellings – Design, and Construct.

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

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

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

Dated this _____ day of _____ 20 ____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____ Email Address _____

Authorised signatory Postal address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

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

e.	<p>Alternative Tenders</p> <p>Tenderers must address the following information in an attachment and label it “Alternative Tenders”</p> <ul style="list-style-type: none"> i. Tenderers are to provide their proposed alternative solution if applicable. ii. Tenderers are to provide their departures/exclusions from the proposed Conditions of Contract if any. (a separate attachment has been provided for this Criterion). 	<p>Yes/No</p> <p>Yes/No</p>
f.	<p>Addendums / Acknowledgement</p> <p>Tenderers must address the following information in an attachment and label it “Addendums/Acknowledgement”</p> <ul style="list-style-type: none"> i. Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum. 	<p>Yes/No</p>
g.	<p>Critical Assumptions</p> <p>Tenderers must address the following information in an attachment and label it “Critical Assumptions”</p> <ul style="list-style-type: none"> i. Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request. 	<p>Yes/No</p>
h.	<p>Code Compliance</p> <p>Tenderers must address the following information in an attachment and label it “Code Compliance”</p> <ul style="list-style-type: none"> i. Is the Tenderer or any related entity of the Tenderer subject to a current finding of material Code non-compliance (as defined in paragraph 30 of the Western Australian Building and Construction Industry Code of Conduct 2016)? <p>A copy of the Code can be downloaded from: http://www.commerce.wa.gov.au/publications/wa-building-and-construction-industry-code-conduct-2016</p>	<p>Yes/No</p>
i.	<p>Pricing</p> <p>Tenderers must address the following information in an attachment and label it “Pricing”</p>	<p>Yes/No</p>

Part 5**COMPLETE AND RETURN THIS PART**

	<p>xi. Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</p> <p>xii. In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p> <p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.</p>	Yes/No Yes/No
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5.2.2 Qualitative Criteria

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

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

A. Cost - Tenderers must address the following information in an attachment and label it “ Cost ”:	Weighting 60%	
	“Cost”	Tick if attached
<i>i) Pricing Schedules to be completed</i>		<input type="checkbox"/>
B. Relevant Experience - Tenderers must address the following information in an attachment and label it “ Relevant Experience ”:	Weighting 15%	
	“Relevant Experience”	Tick if attached
<i>i) Provide details of similar work.</i>		<input type="checkbox"/>
<i>ii) Provide scope of the Tenderer’s involvement including details of outcomes.</i>		<input type="checkbox"/>
<i>iii) Provide details of issues that arose during the project and how these were managed.</i>		<input type="checkbox"/>
<i>iv) Demonstrate competency and proven track record of achieving outcomes.</i>		<input type="checkbox"/>
<i>v) Project reference sheet.</i>		<input type="checkbox"/>
Supply any other relevant details in an attachment and label it “ Relevant Experience ”.		

Part 5

COMPLETE AND RETURN THIS PART

<p>C. Organisational Capacity & Resources - Tenderers must address the following information in an attachment and label it “Tenderer’s Resources”:</p>	<p>Weighting 15%</p>	
<p>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</p>	<p>Organisational Capacity and Resources</p>	<p>Tick if attached</p>
<p>i) <i>Plant, equipment and materials.</i></p> <p>ii) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>iii) <i>OHS Survey.</i></p> <p>iv) <i>Safety Record.</i></p> <p>v) <i>Resources Schedule.</i></p>		<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Organisational Capacity and Resources”.</p>		
<p>D. Demonstrated Understanding - Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p>	<p>Weighting 10%</p>	
<p>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</p>	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p>
<p>i) <i>A project schedule/timeline (where applicable).</i></p>		<p><input type="checkbox"/></p>
<p>ii) <i>The process for the delivery of the Goods/Services.</i></p>		<p><input type="checkbox"/></p>
<p>iii) <i>Demonstrated understanding of the Scope of Work.</i></p>		<p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p>		

5.3 Price Information

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

5.3.1 Price Basis

Are you prepared to offer a fixed price?	Yes / No
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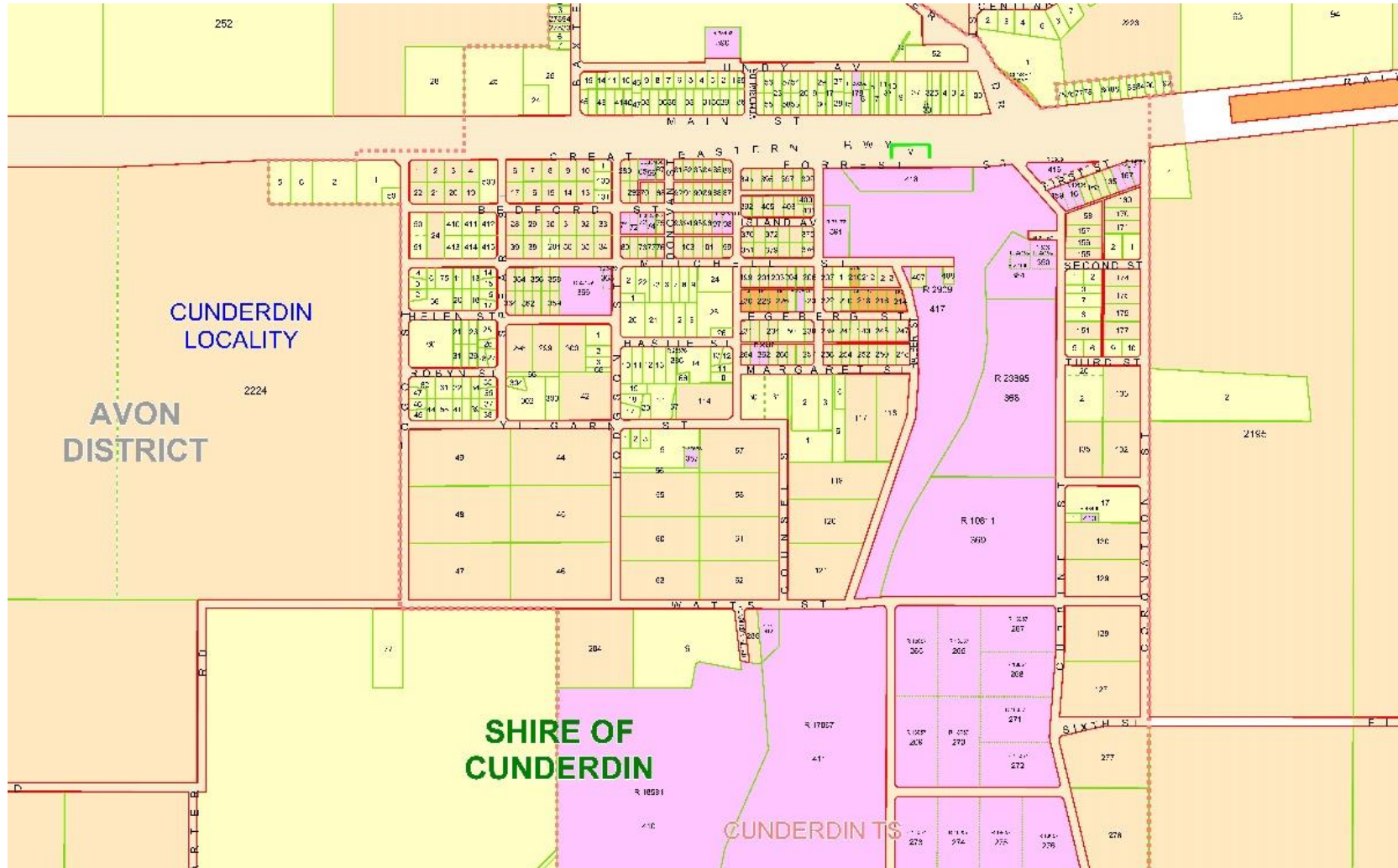
5.3.2 Price Schedule

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

Item	Lump Sum Cost (incl GST)	In-house, subcontracted or both
Submission of Building Permit	\$	
Surveying, earthworks, and pre-lay of underground utilities	\$	
Construction of house and external fixtures such as porch, garage/carport, and alfresco area (including labour, travel and accommodation)	\$	
Connection of electrical, water, sewerage, phone, gas within house	\$	
Connection of utilities to service providers reticulation (power, water, telecommunications)	\$	
Landscaping, garden, reticulation installation & programming and paving	\$	
Pest control and treatment	\$	
Final clean and key cutting	\$	
Grand Total	\$	

6 ANNEXURES

6.1 Annexure A – Shire location map



6.2 Annexure B - Site map



6.3 Annexure C - Deep Sewerage Plan

