



Request for Tender

Request for Tender:	Capping Works (Phase 1) at Stanley Road Waste Management Facility, Wellesley
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Deadline:	4pm (AWST), Wednesday 1 November 2017
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Address for Delivery:	<p>Tender responses may be lodged by hand to the Bunbury-Harvey Regional Council Administration Office, Lot 45 Stanley Road, Wellesley WA 6233, and must be lodged in time to allow delivery to the tender box by the allotted time or email submission to mpieterse@bunbury.wa.gov.au</p> <p>“Plant and Equipment, Contract No. RFT1718-0004”</p> <p>Fax quotations, <u>will not</u> be accepted.</p>
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RFT Number:	RFT1718-0004
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1 PRINCIPAL'S REQUEST

1.1 Contract Requirements in Brief

The Bunbury-Harvey Regional Council is seeking to engage a suitably qualified and experienced Civil Works contractor to undertake construction of civil works for the construction of Phase 1 Capping Works at Stanley Road Waste Management Facility, Wellesley. Works will include construction of drainage pits and pipes, retaining walls and concrete works, earthworks and pavement construction.

A full statement of the goods/services required under the proposed Contract appears in the Specification (Part 2) and drawings.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- a. Part 1 – Principal's Request;
- b. Part 2 – Specifications and/or Scope of Works;
- c. Part 3 – General Conditions of Tendering;
- d. Part 4 – Respondents Tender Submission: Complete and return this section
- e. Drawings:

1.3 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, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the client and the contractor.
Deadline:	The deadline for lodgement of your Tender;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Bunbury-Harvey Regional Council;
Request:	This document;
Requirements:	The services requested by the Principal;
Response:	Completed offer, response to Selection Criteria and Attachments;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;

Special Conditions: The additional contractual terms;

Specification: The statement of Requirements that the Principal requests you to provide if selected;

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

Tenderer: Someone who has or intends to submit an Offer to the Principal.

1.4 How to Prepare your Tender

- a. Carefully read all parts of this document.
- b. Ensure you understand the Requirements.
- c. Complete and return the Offer (Part 4) in all respects and include all Attachments.
- d. Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- e. Lodge your Tender before the Deadline.

1.5 Contact Persons

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual Enquiries

Name: Tony Battersby
Chief Executive Officer
(Bunbury-Harvey Regional Council)
Tel: 08 9711 1052
Email: tbattersby@bunbury.wa.gov.au

Specifications and Site Enquiries

Name: Lee Miller
Superintendent's Representative
(Talis Consultants)
Tel: 1300 251 070
Email: lee.miller@talisconsultants.com.au

Any requests for information or clarification should be in writing in the first instance and may be subject of an Addendum to this Request.

1.6 Tender Briefing/Site Inspection

A MANDATORY sit inspection and briefing will be conducted on **Tuesday 17 October 2017 at 10:30m.**

Attendance at this meeting is **MANDATORY**.

The site inspection/briefing will be conducted at the Stanley Road Waste Management Facility, Lot 45 Stanley Road, Wellesley (Australind).

The briefing will provide Respondents with the opportunity to clarify any uncertainties with the contact person prior to the closing of the Request for Tender.

Please confirm with Lee Miller (via contact details in section 1.5) your attendance at this briefing no later than Monday 16 October 2017.

Failure to attend this Briefing will render the Respondent ineligible to submit a Request for Tender.

1.7 Evaluation Process

This is a Request for Tender (RFT).

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 the 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.

1.8 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, not will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.9 Compliance Criteria

These criteria are detailed within Part 4 of this document and **will not** be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.10 Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response against the qualitative criteria as detailed within Part 4 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 Respondents 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 evaluation process or a low score.

1.11 Price Considerations

Weighted Cost Criteria

The weighted cost method is used where functional considerations such as capacity, quality, transitional and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

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

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

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

1.12 Price Basis

The Contractor shall be paid on a lump sum basis as per the General Conditions of Contract.

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

Schedule of Prices

- Tenderers are required to submit a complete Schedule of Prices and a breakdown of their tender sum with their tender submission.
- Rates must be inserted for all items on the Schedule of Prices. The rates for items in the Schedule of Prices shall include the cost of all materials, labour, equipment, overheads and profits.
- Any quantities given in the Schedule of Prices are for the guidance of Tenderers only. Tenderers shall make their own enquiries to verify all quantities in their preparation of their tender submission.
- The Tenderer shall sum the individual items to a Grand Total which shall form the basis of the Lump Sum tender. Should any computational discrepancies become apparent, the Tenderer shall, if requested by the Superintendent, alter the Schedule of Prices accordingly in order to conform with the Lump Sum Tender.
- Upon a tender being successful, the Schedule of Prices submitted as part of the original tender documents, shall form part of the Contract Documents and it shall be used by the Superintendent only to the extent that it enables assessment of progress claims for payment and calculation of variations to the Contract.
- In the event of any variations ordered in writing by the Superintendent, or his representative, under this Contract, payment will be made at the rate tendered in the Schedule of Prices.

1.13 Lodgement of Tenders and Delivery Method

The tender response must be lodged by the Deadline. The Deadline for the Request is:

4pm (AWST) Wednesday 1 November 2017

The tender responses may be lodged by hand to Stanley Road Waste Management Facility, Lot 45 Stanley Road, Wellesley WA 6233 or email to mpieterse@bunbury.wa.gov.au

Facsimile tender responses are **NOT** acceptable.

1.14 Scanned or Imaged Materials

Scanned images, where they are required, are permitted so long as the total file size does not exceed the 1GB limit. The use of scanned or imaged material, where it expands the Submission file size beyond the 1GB limit per upload, is prohibited. The Principals preferred format for the submission is a single PDF file readable by Adobe Acrobat or Microsoft Office 2003 and 2007 applications.

1.15 Lodgement Process

- a. In submitting their Response electronically, Respondents represent that they have taken reasonable steps to ensure that Response files are free of viruses, worms or other disabling features which may affect the website portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b. Respondents should allow sufficient time for Response lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

1.16 Late Submission, Incomplete Submission and Corrupted Files

- a. Where a Submission lodgement consists of multiple uploads, due to the number and/or size of the files, Respondents must ensure that transmission of all files is completed and received before the Deadline.
- b. Where the electronic submission of a Submission has commenced prior to the Deadline and is not completed successfully by the Deadline, the Submission will not be accepted and will be deemed to be a Late Submission.
- c. Late Submissions, incomplete Submissions, including those with electronic files that cannot be read or decrypted, Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the website provider portal and/or the Principal's computing environment, may be excluded from evaluation in the Principal's absolute discretion.

1.17 Rejection of Responses

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

- a. it is not submitted before the Deadline; or
- b. The Respondent does not submit an Offer Form which has been completed and signed together with all the required Attachments; or

- c. The Response fails to comply with any other requirements of the Request; or
- d. Responses received after the Deadline will not be accepted for evaluation.

A Submission may also be rejected if it fails to comply with any other requirements of this Request. Submissions containing alterations or erasures; handwritten amendments which are not initialled; or information which is not clear or legible, may be excluded from the evaluation process.

1.18 Correction and Additions

If a Respondent becomes aware of an error or omission in its Submission and wishes to lodge a correction or additional information, the material should be lodged with the Principal in writing at the Lodgement Address, before the Deadline.

The Principal will not consider any correction or additional information submitted as part of a Submission, where the correction or additional information is received after the Deadline.

The Principal may invite the Respondents to clarify any of their statements and/or details.

1.19 Acceptance of Responses

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

1.20 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 Submission(s) or advising that no Submission was accepted.

1.21 Alternative Submissions

Alternative Submissions may be accompanied by a Conforming Submission.

Submissions submitted as Alternative Submission or made subject to conditions other than those stated in this Request must in all cases arising be clearly marked 'Alternative Submission'. The Principal may in its absolute discretion reject any Alternative Submission as invalid.

Where an alternative is offered, the Respondent shall include a fully detailed description and shall state clearly the manner in which it differs from that specified.

1.22 Respondent to Inform Themselves

Respondents warrant and shall be deemed to have:

- a. Examined this Request and any other information available in writing to Respondents for the purpose of responding;
- b. Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Submission which is obtainable by the making of reasonable enquiries;
- c. Satisfied themselves as to the correctness and sufficiency of their Submission including proposed prices which will be deemed to cover the cost of complying with all the

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

- d. Acknowledge that the Principal may enter into negotiations with a chosen Respondent and that negotiations are to be carried out in good faith; and
- e. Satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.23 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;
- c. any information produced by the Bank, financial institution, or accountant of a Respondent;

so as to assess that Submission and may consider such materials as tools in the assessment process.

Respondents are required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonable requires to satisfy itself that Respondent are financially viable and have the financial capability to provide the Service for which they are submitting and to otherwise meet their obligation under any processed Contract.

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessment 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 Respondents and will be treated as strictly confidential.

1.24 Response Validity Period

All Responses will remain valid and open for acceptance for a minimum period of three (3) months from the Deadline.

1.25 Precedence of Documents

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

1.26 Alterations

The Respondent must not alter or add to the Request documents unless required by these Conditions of Tendering. The Principal will issue an addendum to all registered Respondents where matters of significance make it necessary to amend the issued Request document before the Deadline.

1.27 Ownership of Tender Responses

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

1.28 Canvassing of Councillors and or Officers

If a tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors or elected members (as the case may be), or Officers with a view to influencing the acceptance of any Response made to it or any other Response, the regardless of such canvassing having any influence on the acceptance of such Response, the Principal may at its discretion omit the Respondent from consideration.

1.29 Identity of the Tender Respondent

The identity of the Tenderer and the Contractor is fundamental to the Principal.

The Tenderer is the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Response, the Tenderer will become the Contractor.

1.30 In-House Tenders

The Principal does not intend to submit any in-house tender.

1.31 Tender Opening

No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted. At no stage will any tender prices be made public.

The Tender opening will be held at 1:00pm Wednesday 1 November 2017 at the Bunbury-Harvey Regional Council Administration Office, Lot 45 Stanley Road, Wellesley WA 6233

2 SPECIFICATIONS / SPECIAL CONDITIONS OF CONTRACT

**PLEASE REFER TO TALIS CONSULTANTS TECHNICAL
SPECIFICATION – STANLEY ROAD – PHASE 1 CAPPING
WORKS**

Talis Project Number: TW16061

3 GENERAL CONDITIONS OF CONTRACT

Responses to this request shall be deemed to have been made on the basis of and to incorporate the:

- ✓ Department of Finance (Western Australia) General Conditions Contract.

The Contractor **must read and understand** the above General Conditions of Contract for the Supply of Plant and Equipment as this will form the basis of how the contract is managed.

4 TENDERER'S OFFER

4.1 Offer Form

The Chief Executive Officer
Bunbury-Harvey Regional Council
Tender Box
Po Box 111 Australind WA 6233

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

Email (if any): _____

In response to RFT1718-0004 CAPPING WORKS (PHASE 1) STANLEY ROAD WASTE MANAGEMENT FACILITY, WELLESLEY.

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

Dated this _____ day of _____ 2017.

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised Signatory Postal Address: _____

Email Address: _____

4.2 Tenderer’s Response

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 2 are to be completed and returned to the Principal as they form part of you Tender submission).

ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it “Organisation Structure”	“Organisation Structure”	Tick if Attached <input type="checkbox"/>
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REFEREES

Attach details of your referees and label it “Referees” . You should give examples of similar work provided for you referees wher possible	“Referees”	Tick if Attached <input type="checkbox"/>
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SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	YES / NO	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including: a) the name, address and the number of people employed; and b) the Requirements that will be subcontracted.	“Subcontractors”	Tick if Attached <input type="checkbox"/>

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 are any such conflicts of interest likely to arise during the Contract?	YES / NO	
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 and lable it “Conflict of Interest”	“Conflict of Interest”	Tick if Attached <input type="checkbox"/>

FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	YES / NO	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	YES / NO	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	YES / NO	

Part 4 – COMPLETE AND RETURN THIS PART

QUALITY ASSURANCE

The quality assurance for this Tender is not mandatory. Does your organisation have any quality assurance or quality assurance systems?	YES / NO	
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	YES / NO	
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment labelled “ Quality Assurance ”	“Quality Assurance”	Tick if Attached <input type="checkbox"/>

INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within fourteen (14) days of acceptance.				“Insurance Coverage”	Tick if Attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Workers Compensation					

4.3 Selection Criteria

COMPLIANCE CRITERIA

Please select with a YES or NO whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Compliance with the Specification contained in the Request.	YES / NO
b) Compliance with the Conditions of Tendering this Request	YES / NO
c) Compliance with the Delivery Date of your tender	YES / NO
d) Compliance with and completion of the Price Schedule	YES / NO

QUALITATIVE CRITERIA

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

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

<p>A. Relevant Experience Describe your experience in completing /supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Relevant Experience”:</p> <p>a) Provide details of similar works; b) Provide scope of the Tenderer’s involvement including details of outcomes; c) Demonstrate competency and proven track record of achieving outcomes.</p>	<p style="text-align: center;">Weighing 5</p>	
	<p style="text-align: center;">“Relevant Experience”</p>	<p style="text-align: center;">Tick if Attached <input type="checkbox"/></p>
<p>B. Key Personnel Skills and Experience Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <p>a) Their role in the performance of the Contract; b) Membership to any professional or business association; c) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and d) Any additional information. Supply details in an attachment and label it “Key Personnel”.</p>	<p style="text-align: center;">Weighing 5</p>	
	<p style="text-align: center;">“Relevant Experience”</p>	<p style="text-align: center;">Tick if Attached <input type="checkbox"/></p>
<p>C. Tenderer’s Resources Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <p>a) Plant, equipment and materials; and b) Any contingency measures or back up of resources including personnel (where applicable). c) Tenderers are to submit their proposed implementation schedule/timetable including the commencement date, milestones, completion for deliverables and completion date.</p>	<p style="text-align: center;">Weighing 5</p>	
	<p style="text-align: center;">“Relevant Experience”</p>	<p style="text-align: center;">Tick if Attached <input type="checkbox"/></p>
<p>D. Demonstrate Understanding Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <p>a) A project schedule/timeline (where applicable); b) The process for the delivery of the goods/services; c) A demonstrated understanding of the scope of work Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p>	<p style="text-align: center;">Weighing 5</p>	
	<p style="text-align: center;">“Relevant Experience”</p>	<p style="text-align: center;">Tick if Attached <input type="checkbox"/></p>

4.4 Price Information

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

PRICE SCHEDULE

The Contract for which a Tender in accordance with these Conditions is to be made is a Lump Sum Contract. The Lump Sum Tender is for completion of the Whole of the Works described and intended in the Tender documents and executed in accordance therewith.

The Tender shall be submitted upon the supplied “Price Schedule”. It is the contractor’s responsibility to ensure the accuracy of the quantities, units and rates that are submitted.

NOTE: To minimise potential disturbance to adjacent businesses, the Principal is not opposed to working after hours, on weekends or at night. The contractor is to stipulate the proposed hours of work and price this project accordingly.

**PRICE SCHEDULE: CAPPING WORKS (PHASE 1) STANLEY ROAD WASTE
MANAGEMENT FACILITY, WELLESLEY
RFT1718-0004**

**PLEASE REFER TO TALIS CONSULTANTS TECHNICAL
SPECIFICATION (TW16061) APPENDIX F: BILL OF
QUANTITIES**

I/we agree to undertake and complete the works as per specifications and drawings for the Lump

Sum Fee of _____

Amount in words (inclusive of GST)

Company name: _____

Signed by: _____ Title: _____

Dated: / / 2017

FORMAL INSTRUMENT OF AGREEMENT

EXAMPLE OF AGREEMENT

THIS AGREEMENT

made this day of _____ 20

BETWEEN (Name of Contractor)

Of Address
Phone:
Fax:
ACN:
ABN:

AND (“the Principal”) Bunbury-Harvey Regional Council
Lot 45 Stanley Road
WELLESLEY WA 6233
Ph: (08) 9711 1051

IT IS AGREED that this Formal Instrument of Agreement, together with the annexed documents listed

- Tender Document, RFT No. 1718-0004
- Tenderers offer form, Schedule of Prices, (as received at closing date)
- Letter of Acceptance Dated: xx/xx/20xx
- Drawings and plans.

shall together **CONSTITUTE THE CONTRACT** between the parties.

WITNESS that:

1. The Contractor has submitted a Tender for the Capping Works (Phase 1) Stanley Road Waste Management Facility for a lump sum fee as per the schedules attached in this document and totalling:

Amount in words

and that the:

- Commencement Date of Contract is: **January 2018**
 - For a period of – see General Conditions of Contract.
2. The Bunbury-Harvey Regional Council has accepted the Contractor’s **OFFER** at the tendered rates submitted subject to the conditions specified in this Agreement to the fair spirit intent and meaning of the contract.

Part 4 – COMPLETE AND RETURN THIS PART

3. The Contractor agrees to undertake all necessary work for the provision and application of the Stanley Road Waste Management Facility Capping Works (Phase 1) for the Bunbury-Harvey Regional Council Purchase Orders issued to the Contractor during the period of the Contractor, in conformity with the detailed requirements and the Conditions described herein.
4. The Bunbury-Harvey Regional Council covenants with the Contractor that it will pay in accordance with conditions of contract for goods or services supplied by the Contractor where such goods or services are acceptable to the Bunbury-Harvey Regional Council and of the quality described in the documents.

EXECUTED BY THE PARTIES:

SIGNED BY:

CONTRACTOR

IN THE PRESENCE OF:

WITNESS

OR

The Company **COMMON SEAL** was affixed in accordance with its Articles of Association pursuant to a resolution of the Board of Directors in the presence of

DIRECTOR

Printed Name: _____

DIRECTOR / SECRETARY

Printed Name: _____

**AND BY THE BUNBURY-HARVEY REGIONAL COUNCIL
CHIEF EXECUTIVE OFFICER**

SIGNATURE

PRINTED NAME

APPENDIX A: SAFETY OBLIGATIONS

SPECIFIC SAFETY OBLIGATIONS FOR CONTRACTORS ENGAGED WITH THE BUNBURY-HARVEY REGIONAL COUNCIL

The Bunbury-Harvey Regional Council acknowledges that it has a Duty of Care obligation under the Occupational Safety and Health Act 1984 (Section 23D) to provide all its employees (including contractors and their employees) with a safe workplace and a safe system of work.

All contractors entering a site operated by the Bunbury-Harvey Regional Council must comply with all conditions of the Contractor Management Policy, **as per attachent**.

1. OCCUPATIONAL SAFETY AND HEALTH POLICY

All Service providers are required to comply and operate within the guidelines of all Bunbury-Harvey Regional Council policies and procedures.

Service providers are also required to induct any of their employees into the workplace, and the safety requirements of the work being undertaken.

All contractors and subcontractors have a duty of care to manage risks to health and safety in accordance with legislation. They need to manage any risk to the health and safety of their workers and any other people who could be exposed, to the work they have control over. This means complying with any instruction given for the purpose of protecting health and safety such as using necessary personal protective equipment (PPE).

If any staff member believes that a contractor may be engaging in an unsafe work practice, they are required to report this issue to their supervisor.

2. QUALIFICATIONS / COMPETENCY

It is the duty of all service providers to ensure that any task requiring a Qualification, Licence, Permit or Certificate of Competency is allocated only to the person or persons holding such qualifications to complete as required. A copy of all Qualification, Licence, Permits or Certificates of Competency's will be required to be provided to the Bunbury-Harvey Regional Council prior to the commencement of the allocated project.

3. SIGNS

Safety and other signs are clearly posted on the Bunbury-Harvey Regional Council premises. All signs shall be observed. Any signage provided by the contractor is to comply with all relevant Australian Standards.

4. VEHICLES / PLANT

Speed limits and all traffic signs must be adhered to at all times whilst visiting the Stanley Road Waste Management Facility site. All vehicles are to be road worthy and remain fully licenced including the operator.

5. OPERATING EQUIPMENT

Service providers or any sub contractors are not permitted to operate any Bunbury-Harvey Regional Council equipment without the approval of the BHCR Supervisor or Team Leader and without first being instructed in the correct use of that equipment.

Do not remove any safety guards or isolation equipment without permission of the Council Representative in charge.

6. HOUSEKEEPING

All work places will be kept in a clean and tidy condition.

7. WORKPLACE BULLYING

Workplace Bullying is seen as a hazard in the workplace. It can be seen as any behaviour that has the potential to harm or offend someone and these need to be identified.

Therefore teasing, practical jokes, offensive language, inappropriate comments and skylarking are unacceptable practices in the workplace. There are many other means of bullying by these are just a few examples.

8. DRUG AND ALCOHOL (FITNESS FOR WORK)

All persons' included contractors who come to our site are expected to comply with the Bunbury Harvey Regional Councils Code of Conduct at all times.

Everyone is expected to carry out their duties in a professional, responsible and conscientious manner and refrain from any conduct, including alcohol or substance abuse, which could adversely affect their personal work performance or the safety and wellbeing of others.

BHRC will maintain Blood Alcohol Concentration (BAC) levels as stated in the Road Traffic Act, under 0.05 unless you are required to control Heavy Machinery in which case a BAC reading of 0.00 will apply.

No persons shall work in the workplace or carry out any other task in the workplace with a detectable level of the following in excess of prescribed standards:

- Any illegal drug
- Any prescription drug of which no prescription has been issued to that person
- Any prescription drug which in the view of the nature of the drug and/or the quantity consumed might reasonably be expected to have the potential of impairing the persons safe and efficient performance of his/her duties.

If requested by Bunbury-Harvey Regional Council, a person or group may at any time and without notice be required to provide a sample for testing.

9. HAZARDOUS SUBSTANCES

Whilst performing duties on Council premises or worksites there may be instances that service providers are at risk of being exposed to hazardous chemicals. The appropriate training and Material Safety Data Sheets must be available to all workers.

It is vital that any hazardous substance handled or used in the workplace is handled in the correct manner. All instruction must be followed on the correct use, handling, storage and disposal of any chemicals.

10. CONTACT WITH THE MEDIA

At various times the news media may take interest in various projects or activities that may involve the Bunbury-Harvey Regional Council. All requests for any information or comments from any media source must be referred to the Bunbury-Harvey Regional Council Chief Executive Officer.

11. NOTIFICATION OF ACCIDENTS AND INCIDENTS

All service providers will notify the Bunbury-Harvey Regional Council of all accidents and incidents including compensable injuries, in a written format, as sustained by the service provider or any employees or subcontractors or any damage/injuries to third parties that may occur as a result of the work being undertaken (a significant incident may be a situation where an employee or third party is nearly struck by any vehicle/plant or projectile, or falling object and includes any environmental pollution resulting from a spill or other accident).

12. PERSONAL PROTECTIVE EQUIPMENT

Any person who enters the Bunbury-Harvey Regional Council work site shall wear:

- Appropriate enclosed footwear of a stout leather construction (i.e. steel cap footwear) must be worn at all times whilst onsite and be compliant with AS/NZS2210.
- An approved high visibility garment/vest that complies with AS/NZS4602-1999 when working within or immediately adjacent to a road reserve, construction site or area deemed by the supervisor to be warranted.
- Safety glasses complying with AS/NZS1337 & 1338 must be worn where there is a risk of damage to the eye.
- Hearing protection must be in accordance with the SLC rating determined in accordance with AS1369 and meet AS1270 must be worn where there is a risk of damage to the hearing.
- All Other Personal Protective Equipment as deemed necessary by a Council Representative.

Sun Screen

Service providers who work outdoors for at least one (1) hour cumulative per day are advised to apply sunscreen of SPF 30+, or greater to all exposed parts of the body. The sunscreen must be applied in accordance with manufacturer's instructions. Sunscreen will be provided at the contractor's expense.

13. SAFETY ORIENTATION SESSIONS FOR CONTRACTORS

All contractors will be required to undertake the Bunbury-Harvey Regional Council site induction. Further information is provided in the Contractor Management Policy.

14. COMPLIANCE WITH RELEVANT STATUTES, AUSTRALIAN STANDARDS AND CODES OF PRACTICE

All service providers and/or sub contractors and/or their employees activities plant and equipment must comply with the *Occupational Safety and Health Act 1984* and *Occupational Safety and Health Regulations 1996*, the *Environmental Protection Act*, relevant Australian Standards, relevant Codes of Practice and the Bunbury-Harvey Regional Council's own Policies and procedures.

15. CHILDREN

Children are not permitted on any (construction) site. (CHILD means a person who is under 15 years of age).

16. FIREARMS/EXPLOSIVES

Service providers are not permitted to have firearms, ammunition, explosives or detonators on any Bunbury-Harvey Regional Council Sites.

17. SMOKING

To minimise the risks associated with smoking and exposure to passive smoking in the workplace Bunbury-Harvey Regional Council works towards an environment that is free of all harmful effects of Environmental Tobacco Smoke (ETS) for all employees, contractors and visitors therefore smoking is only permitted in the designated smoking area.

18. EMERGENCY PROCEDURES

All Bunbury-Harvey Regional Council facilities have available Emergency Eacuation Procedures and Plans.

Should any emergency arise that necessitates an evacuation you will be required to follow the instructions given to you by a Bunbury-Harvey Regional Council representative

19. THIRD PARTY PROTECTION

Every reasonable measure is to be taken to protect third parties from harm, injury or damage whilst your service or scheduled works is being undertaken. This will require a detailed risk assessment being undertaken, use of adequate warning signs and the provision of alternative safe access and aegress as deemed appropriate by the Supervisor.

COMPLETE AND RETURN THIS SECTION

ACKNOWLEDGEMENT

I/we confirm that I/we have read and understood the contents of the “Specific Safety Obligations for all Service Providers engaged with the Bunbury-Harvey Regional Council” and the “Safety Management System Questionnaire”. I am / we are also aware of my duty of care and other obligations outlined in the Occupational Safety and Health Act 1984 and Occupational Safety and Health Regulations 1996.

I/we acknowledge that all persons employed by me will be required to comply with the Bunbury-Harvey Regional Council operating requirements and failure to do so may be sufficient grounds for cancelling my services, contract or any other agreement immediately should the Bunbury-Harvey Regional Council choose to use this option. I/we also understand that should this option be taken I am / we are responsible for any out of pocket expenses that the Bunbury-Harvey Regional Council may accrue due to this action.

CONTRACTOR NAME:

(BLOCK LETTERS)

SIGNED BY:

(BLOCK LETTERS)

SIGNATURE:

END OF DOCUMENT