



# Request for Tender

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<b>Request for Tender:</b>	Kalbarri Disaster Recovery Works AGRN965
<b>Deadline:</b>	Monday 20 May 2024 at 5pm AWST
<b>Address for Delivery:</b>	<p><b>TENDER SUBMISSIONS MUST BE SUBMITTED VIA ONE OF THE FOLLOWING METHODS:</b></p> <p>Email: <a href="mailto:andrew.campbell@northampton.wa.gov.au">andrew.campbell@northampton.wa.gov.au</a></p> <p><b>OR</b></p> <p>Via Post: PO Box 61, Northampton WA, 6535.</p> <p><b>OR</b></p> <p>Via hand: Shire Office at 199 Hampton Road, Northampton</p>
<b>RFT Number:</b>	RFT 08/2023

**TENDERERS WHO DOWNLOAD THE TENDER DOCUMENTS DIRECT FROM THE SHIRE WEBSITE OR OBTAIN THEM BY ANY OTHER MEANS ARE REQUIRED TO SEND AN EMAIL DIRECTLY TO THE NOMINATED CONTACT PERSON TO ENSURE THAT YOU RECEIVE ALL TENDER ADDENDA. FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DEEMED NON-CONFORMING AND MAY NOT BE EVALUATED.**

# Table of Contents

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<b>1</b>	<b>GENERAL INFORMATION FOR TENDERERS .....</b>	<b>5</b>
1.1	General.....	5
1.2	Contract Requirements in Brief .....	5
1.3	Contract Objectives.....	5
1.4	Definitions.....	6
1.5	Scope of Work .....	7
<b>2</b>	<b>CONDITIONS OF TENDERING.....</b>	<b>8</b>
2.1	How to Prepare Your Tender .....	8
2.2	Contact Persons .....	8
2.3	Tender Briefing / Site Inspection .....	8
2.4	Lodgement of Tenders and Delivery Method.....	8
2.5	Rejection of Tenders.....	9
2.6	Late Tenders.....	9
2.7	Acceptance of Tenders .....	9
2.8	Customs Duty .....	9
2.9	Site Allowances.....	9
2.10	Disclosure of Contract Information .....	10
2.11	Tender Validity Period.....	10
2.12	Precedence of Documents.....	10
2.13	Discrepancies, Errors and Emissions.....	10
2.14	Statutory Requirements .....	10
2.15	Alternative Tenders.....	10
2.16	Tenderers to Inform Themselves .....	11
2.17	Alterations.....	11
2.18	Risk Assessment .....	11
2.19	Evaluation Process .....	12
2.20	Confidentiality of Submission Information.....	13
2.21	Property and Copyright in Request Documents .....	13
2.22	Compliance Criteria .....	13
2.23	Selection Criteria.....	13
2.24	Qualitative Criteria (50%) .....	14
2.25	Price (50%) .....	15
2.26	Price Basis.....	15

# Table of Contents

---

2.27	Regional Price Reference .....	15
2.28	Ownership of Tenders.....	16
2.29	Canvassing of Officials.....	16
2.30	Identity of the Tenderer .....	16
2.31	Costs of Tendering.....	16
2.32	Tender Opening.....	16
2.33	In House Tenders .....	16
<b>3</b>	<b>GENERAL CONDITIONS OF CONTRACT .....</b>	<b>17</b>
<b>4</b>	<b>SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>18</b>
4.1	SCC 1 Period of Contract.....	18
4.2	SCC 2 Patent Rights and Royalties.....	18
4.3	SCC 3 Rise and Fall in Costs.....	18
4.4	SCC 4 Pre-Conditions to Commencing Works .....	18
4.5	SCC 5 Quality System .....	19
4.6	SCC 6 Industrial Matters .....	19
4.7	SCC 7 Goods and Services Tax (GST).....	19
4.7.1	GST Exclusive Amounts	19
4.7.2	Payment in Respect of Principal's GST Liability	20
4.7.3	Time for Payment - by the Principal	20
4.7.4	Time for Payment - by the Contractor	20
4.7.5	Tax Savings	21
4.8	SCC 8 Warranties by the Contractor .....	21
4.9	SCC 9 Evidence of Licences.....	21
4.10	SCC 10 Insurance.....	21
4.11	SCC 11 Payment.....	22
4.12	SCC 12 Appendices.....	22
<b>5</b>	<b>TENDERER'S OFFER.....</b>	<b>23</b>
5.1	Form of Tender .....	23
5.2	Compliance Criteria .....	24
5.3	Selection Criteria.....	27
5.3.1	Qualitative Criteria (50%)	27
5.3.2	Price Criteria (50%)	29
5.3.3	Discounts	29

# Table of Contents

---

5.3.4	Price Schedule (50%)	29
<b>6</b>	<b>SCHEDULES</b>	<b>30</b>
6.1	Schedule 1 – Formal Offer	30
6.2	Schedule 2 – Statement of Conformity	33
6.3	Schedule 3 – Local Preference	34
6.4	Schedule 4 – Referees	35
6.5	Schedule 5 – Insurances	36
6.6	Schedule 6 –Subcontractors	37
	<b>APPENDIX 1 – SCOPE OF WORK – TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY</b>	<b>38</b>
	<b>APPENDIX 2 – SCOPE OF WORK – COASTAL WORKS</b>	<b>38</b>
	<b>APPENDIX 3 – TECHNICAL SPECIFICATION – TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY</b>	<b>38</b>
	<b>APPENDIX 4 – TECHNICAL SPECIFICATION – COASTAL WORKS</b>	<b>38</b>
	<b>APPENDIX 5 – AS2124 GENERAL CONDITIONS OF CONTRACT ANNEXURE A and B</b>	<b>38</b>
	<b>APPENDIX 6 – DRAWINGS - TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY</b>	<b>38</b>
	<b>APPENDIX 7 – DRAWINGS – CHINAMAN’S BEACH</b>	<b>38</b>
	<b>APPENDIX 8 – DRAWINGS – BLUE HOLES</b>	<b>38</b>
	<b>APPENDIX 9 – DRAWINGS – JACQUES POINT</b>	<b>38</b>
	<b>APPENDIX 10 – DRAWINGS – RED BLUFF BEACH ACCESS</b>	<b>38</b>
	<b>ATTACHMENT A – PRICING SCHEDULE (EXCEL FORMAT) – TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY</b>	<b>38</b>
	<b>ATTACHMENT B – PRICING SCHEDULE (EXCEL FORMAT) – COASTAL WORKS</b>	<b>38</b>

## **1 GENERAL INFORMATION FOR TENDERERS**

### **1.1 General**

This PART 1 provides Tenderers with a brief description of the services required and a background to the Tender process. If there is any conflict between it and the detailed Specifications in the later Sections of these documents, the requirements in the later Sections shall have precedence.

This Request for Tender is comprised of the following parts:

- Part 1 – General Information for Tenderers (read and keep this part);
- Part 2 – Conditions of Tendering (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 - Tenderers Offer and Responses (complete and return this part);**
- **Part 6 – Tender Response Schedules (complete and return this part including all schedules); and**
- Part 7 – Appendices (read and keep this part)

#### **Separate Documents**

- Pricing Schedule provided in Excel format
- Addenda and any other special correspondence issued to Tenderers by the Principal.
- Any other policy or document referred to but not attached to the Request

### **1.2 Contract Requirements in Brief**

The Shire is seeking to engage a suitably experienced contractor to undertake the following works related to the recovery after Severe Tropical Cyclone Seroja that impacted the Shire in 2021:

- Temporary Overflow Workers Caravan Accommodation Facility
- Coastal Works (Chinaman's Beach, Blue Holes, Jacques Point and Red Bluff Beach Access)

The scope of work is described in detail in section 1.5.

### **1.3 Contract Objectives**

The Objectives of the Contract include the following:

- To complete the scope of work in compliance with this specification.

**Part 1 READ AND KEEP THIS PART**

- To complete the scope of work in a safe, cost-effective and efficient manner in order to achieve an acceptable standard of performance in accordance with industry standards and standards required by this specification.
- To ensure compliance with the Shire of Northampton's purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

## 1.4 Definitions

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

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the Provision of Services nominated in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Northampton.
<b>Request OR RFT OR Request for Tender:</b>	This document.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Principal's Representative:</b>	To be appointed by the Shire of Northampton.
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Works or Services:</b>	Means the Works or Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.

## **1.5 Scope of Work**

Refer to Appendix 1 for Separable Portion A: Anchorage Lane Temporary Overflow Workers Caravan Accommodation Facility

Refer to Appendix 2 for Separable Portion B: Coastal Works Package

Note that this is a DRFAWA Disaster Recovery Funding Arrangements Western Australia project (AGRN965) and will have to be undertaken in accordance with all relevant standards in the Scope of Work, the Technical Specifications and DRFAWA requirements.

## **2 CONDITIONS OF TENDERING**

The applicable General Conditions of Contract, as referred to in this Request, are contained in Section 3. Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their tendered price the cost of complying with the General Conditions of Contract.

### **2.1 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 5) and Schedules (Part 6) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

### **2.2 Contact Persons**

For any additional information, clarifications or requests please contact the person listed below.

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

<b>Name:</b>	Antoinette Krause
<b>Telephone:</b>	08 9920 9403
<b>Email:</b>	antoinette.krause@ghd.com

### **2.3 Tender Briefing / Site Inspection**

The Principal does intend to conduct a tender briefing/site inspection. The briefing will be held on Monday 29 April 2024 at the Kalbarri Public Library (Allen Community Centre). Please email [antoinette.krause@ghd.com](mailto:antoinette.krause@ghd.com) to notify the Shire of your attendance.

### **2.4 Lodgement of Tenders and Delivery Method**

The tender must be lodged by the Deadline.

The Deadline for this request is **20 May 2024 at 5pm AWST.**



**Part 2 READ AND KEEP THIS PART**

Tenderers shall address and clearly label their tender submission as Shire of Northampton – **RFT 08/2023 Kalbarri Disaster Recovery Works AGRN965.**

Tender submissions shall only be submitted via one of the following methods:

Email: [andrew.campbell@northampton.wa.gov.au](mailto:andrew.campbell@northampton.wa.gov.au)

**OR**

Via Post: PO Box 61, Northampton WA, 6535.

**OR**

Via hand: Shire Office at 199 Hampton Road, Northampton

**No other format of tender submission other than those mentioned above will be accepted.**

It is the tenderer's responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

## **2.5 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that it is not submitted before the Deadline and may be rejected without consideration of its merits in the event that:

- a) It is not submitted at the place specified in the Request; or
- b) It fails to comply with any other requirements of the Request.

## **2.6 Late Tenders**

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

## **2.7 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.

## **2.8 Customs Duty**

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

## **2.9 Site Allowances**

This contract is not subject to adjustment for Site allowances.

## **2.10 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 the particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

## **2.11 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.

## **2.12 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.

## **2.13 Discrepancies, Errors and Emissions**

Should Tenderers find:

- any discrepancy, error or omissions in the Tender Documents; or
- the Tender documents are at variance with laws, ordinance, rules and regulations bearing on the conduct of the work;

they shall notify the Contact Person promptly in writing thereof, before the Deadline.

Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

## **2.14 Statutory Requirements**

Tenderers shall make allowance to provide evidence that the work to be undertaken or completed or in progress satisfies all relevant statutory requirements. All materials, equipment, and work methods proposed by the Tenderer shall comply with the Work Health and Safety requirements presently in force within Western Australia.

## **2.15 Alternative Tenders**

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”**. For an Alternative Tender to be considered, it must be accompanied by a conforming 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

Alternative Tenders must offer significant advantage over conforming tenders to the Shire if they are to be accepted by the Shire.

## **2.16 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 enquiries;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

## **2.17 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.

## **2.18 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;

- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and 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.

## **2.19 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, attachments and any other information and/or documentation requested within this tender) 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 shortlisted 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 or Tenderers whose Tender is considered the most advantageous Tender to the Principal.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Northampton and the community. Further, the Principal

also reserves the right to take into consideration the Tenderer's past performance on any previous projects undertaken for the Shire. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined within.

## **2.20 Confidentiality of Submission Information**

The Principal will treat all information provided in a Tender submission as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the *Freedom of Information Act 1992*, the *Local Government Act 1995*, the *Local Government (Functions and General) Regulations 1996* or under a court order documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1982* or under Court Orders.

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

## **2.21 Property and Copyright in Request Documents**

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the property of the Principal. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender submission.

## **2.22 Compliance Criteria**

The criteria detailed in Section 5.2 will not be point scored. Each Tender will be assessed by the Principal on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of "Non-Compliant" against any criterion may eliminate the Tenderer from consideration.

Compliant tenders will proceed to be evaluated against the selection criteria.

## **2.23 Selection Criteria**

The Contract may be awarded to a sole Tenderer or a panel of Tenderer(s) who best demonstrate the ability to provide quality 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 the price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender rank the highest on the qualitative criteria.

Failure to address all the Selection Criteria may result in the tender being deemed non-compliant and the tender rejected.

The Selection Criteria is comprised of two components as described below:

- Qualitative Criteria 50%
- Price 50%

### **2.24 Qualitative Criteria (50%)**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Section 5.3.1 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 required information may result in the tender being deemed non-compliant and elimination from the tender evaluation process or a low score.**

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

- All information relevant to your answer 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 the qualitative criterion.

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.

## **2.25 Price (50%)**

Price is a weighted criterion. The Tenderer is to complete the Price Schedule given in Section 5.3.4.

**Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.**

## **2.26 Price Basis**

All prices and schedule of rates for services offered under this RFT Request are to be fixed for the term of the Contract. **Tendered prices are EXCLUSIVE of Goods and Services Tax (GST).**

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges and all other costs that may be incurred as part of the completion of the scope of work. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

**There is no provision for rise and fall within this Contract.**

The Contractor is required to price the quantities provided in the tender pricing schedule and make their own assessment of the quantities required to complete the work. Where the measured quantities differ from the quantities provided in the pricing schedule, the Shire will adjust the contract price using the quoted rate and measured quantities.

## **2.27 Regional Price Reference**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Northampton's Regional Price Preference Policy. The Shire's policy is available via the Shire's website.

Tenderers have the opportunity to claim a Regional Price Preference by indicating as such in Schedule 4.

**It is the sole responsibility of the tenderer to nominate how their tender is eligible for consideration under the Shire's Regional Price Preference Policy.**

**Tenderers must not assume any prior knowledge of the Shire and/or the Tender Evaluation Panel. A failure to specifically state what elements of a tender are eligible for regional price preference may result in that tender not being considered for preference under the policy.**

### **2.28 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.

### **2.29 Canvassing of Officials**

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

### **2.30 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 Section 6.1 (Schedule 1) and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **2.31 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.

### **2.32 Tender Opening**

Tenders will be opened in the office of the Shire of Northampton, 199 Hampton Rd, Northampton on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted a 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.

### **2.33 In House Tenders**

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



### **3 GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract applicable to this Tender are AS2124–1992 General Conditions of Contract with Annexure A and Annexure B.

It is assumed that the General Conditions of Contract forms part of this Request and that the Tenderer has considered these in their Tender Response. AS2124-1992 can be purchased from SAI Global.

Also refer to Special Conditions of Contract Section 4.

## **4 SPECIAL CONDITIONS OF CONTRACT**

### **4.1 SCC 1 Period of Contract**

The Contract shall be in force until the end of the Defects Liability Period (Final Completion). However, in the event of the Contractor failing in any manner to carry out the Contract to the Shire's satisfaction, the Shire may forthwith determine the Contract by written notice to the Contractor.

Prior to the termination of the contract, the Shire shall seek to resolve any disputes in accordance with sections 38 of the General Conditions of Contract.

### **4.2 SCC 2 Patent Rights and Royalties**

The Contractor shall save harmless and indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **4.3 SCC 3 Rise and Fall in Costs**

All prices for goods and services offered under this Request are not variable during the term of the Contract.

### **4.4 SCC 4 Pre-Conditions to Commencing Works**

The Contractor shall not commence the Works until the Principal's Representative has notified the Contractor that the Principal has approved:

- the Bank Guarantees required by the contract;
- the Insurances required by the Contract;
- the Contractor's Safety Management Plan; and
- the Contractor's Project Quality and Inspection Test Plans.

This approval is conditional on the Contractor complying with any subsequent instructions from the Principal's Representative to amend the plans, within a time limit specified by the Principal's Representative.

**The initial submission of each of the above documents shall be no later than 28 days following the signing of the Contract arising from this tender.**

#### **4.5 SCC 5 Quality System**

Notwithstanding any statements to the contrary in the Contractor's Quality Manual or Quality Plan, no part of the Quality System shall be used to pre-empt, preclude or otherwise negate either technical or any other requirements of the Contract Documents.

Quality System Procedures shall be used as an aid to achieve conformance with the Contract Document, and documenting such conformance, and in no way shall they relieve the Contractor of his responsibility to comply with the Contract Documents.

#### **4.6 SCC 6 Industrial Matters**

The Contractor is responsible for the conduct of all proceedings, conferences, negotiations and dealings with unions and union representatives, regarding industrial matters arising in relation to the performance of the Works but the Contractor shall keep the Principal's Representative fully informed of all such matters and shall not commence negotiations or make any offer of settlement or finalise an arrangement with a union without prior consultation with and having the consent of the Principal's Representative.

The Contractor shall observe the requirements of all relevant industrial awards and shall immediately notify the Principal's Representative if a strike or any other form of industrial unrest occurs and provide full details if requested.

#### **4.7 SCC 7 Goods and Services Tax (GST)**

##### **4.7.1 GST Exclusive Amounts**

Except where specified, all amounts in this Contract are GST exclusive and are subject to Section 4.7.2.

- If this Contract relates to work for which the Principal accepted a lump sum, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to the amount stated for GST in the price schedule.
- If this Contract relates to work for which the Principal accepted rates, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to 10% of the sum ascertained by multiplying the measured quantity of each section

or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item.

- In addition to any other consideration or payment obligation of the Principal of a Supply in connection with this Contract, the Principal shall pay to the Contractor or reimburse the Contractor for any GST the Contractor shall pay:
  - on any Supply made by the Contract in connection with this Contract; and
  - in relation to any aspect of this Contract.
- Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST relating to work under the Contract where the costs of that work are to be borne by the Contractor for any reason.

#### **4.7.2 Payment in Respect of Principal's GST Liability**

In addition to any other consideration or payment obligation of the Contractor of a Supply in connection with this Contract, the Contractor shall pay to the Principal or reimburse the Principal for any GST the Principal shall pay:

- on any Supply made by the Principal in connection with this Contract; and
- in relation to any aspect of this Contract.

#### **4.7.3 Time for Payment - by the Principal**

The Principal shall pay or reimburse the Contractor for GST at the same time as the payment obligation to which the GST relates, provided that the Contractor has first provided a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST the Contractor has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Contractor, if the Contractor is entitled to receive a credit for that GST.

#### **4.7.4 Time for Payment - by the Contractor**

The Contractor shall pay or reimburse the Principal for GST at the earlier of the time of the payment obligation to which the GST related, or upon the Principal providing a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Principal will not be entitled to recover from the Contractor any amount in respect of GST the Principal has paid or is liable

to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Principal, if the Principal is entitled to receive a credit for that GST.

#### **4.7.5 Tax Savings**

The parties acknowledge that it is not the intent of this Contract that the Contractor receives windfall pricing benefits that might otherwise accrue directly from taxes, duties or statutory charges in respect of its input costs that exist at the time of entering into this Contract and are varied or eliminated during the currency of the Contract. The Contractor shall, therefore, to the extent required of the Contractor under section 75AU of the Trade Practices Act 1974 and having regard to any guidelines issued pursuant to section 75AV of that Act, pass on to the Principal any reductions in cost.

#### **4.8 SCC 8 Warranties by the Contractor**

The Contractor warrants that:

- The Contractor, its Subcontractors and their respective employees, have the requisite expertise, applicable professional skills and capabilities to carry out the Works and will continue to have them during the term of the Contract.
- The Contractor has familiarised itself with local conditions and all applicable legislative requirements.
- The Contractor has examined all information relevant to risks, contingencies and circumstances having an effect on the Pricing Schedule and obtainable by making reasonable inquiries.
- The Contractor will not do or permit anything that might damage the name or reputation of the Principal or reasonably invite adverse public criticism or result in the Principal being the subject of any official investigation.

#### **4.9 SCC 9 Evidence of Licences**

The Contractor shall provide to the Principal's Representative evidence of all licences and permits required to perform the Contract Works, prior to commencing any operation for which such licences and permits are relevant.

#### **4.10 SCC 10 Insurance**

The successful Contractor and its subcontractors (if any) will be required to effect:

- a) Public Liability insurance in the sum of at least \$20,000,000 in respect of any one occurrence.

## **Part 4 READ AND KEEP THIS PART**

- b) Workers Compensation insurance in accordance with the Workers Compensation and Injury Management Act 1981 (WA) and \$50,000,000 for common law liability.
- c) Motor Insurance - If an amount is not stated, the Contractor's Vehicle insurance cover will be not less than the market value of the Contractor's Vehicles. Cover to be endorsed for Third Party Liability \$10,000,000.

The Contractor must also maintain vehicle and equipment insurance for the Contractor's vehicles, registered plant and equipment used in connection with this contract whether owned, hired or leased ('Contractor's vehicles'). the vehicle and equipment liability policy must:

- Come into effect on or before the start date and be maintained until the insurance end date;
- Cover against all loss and/or damage to the contractor's vehicles;
- Cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's vehicles;
- Be for an amount of not less than the market value of the plant and equipment, and otherwise for not less than the amount set out in the contract specifics for any one claim or occurrence and unlimited in the aggregate; and
- Other than compulsory motor vehicle third party insurance required by virtue of any legal requirement, to the extent available from the insurance market from time to time, be endorsed to contain a Principal's indemnity extension in favour of the Principal, or satisfy the Shire of its ability to meet obligations arising from the indemnity provisions of the Contract.

### **4.11 SCC 11 Payment**

Refer to AS2124-1992 General Conditions of Contract.

### **4.12 SCC 12 Appendices**

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

## **5 TENDERER'S OFFER**

### **5.1 Form of Tender**

The Chief Executive Officer

Shire of Northampton

Hampton Street, Northampton WA 6535

I/We (Registered Entity Name): \_\_\_\_\_

(BLOCK LETTERS)

of: \_\_\_\_\_

(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to RFT 08/2023 Kalbarri Disaster Recovery Works AGRN965:**

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 \_\_\_\_\_ 2024

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

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

**Part 5 COMPLETE AND RETURN THIS PART**

**5.2 Compliance Criteria**

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

Description of Compliance Criteria	Yes	No
<p><b>i) Compliance with the Conditions of this Request</b></p> <p>Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFT including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>ii) Complete Respondents Offer</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>iii) Compliance with the Specification Contained in this Request</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>iv) Occupational Safety &amp; Health Requirements</b></p> <p>Respondents are to provide outline of Company’s workplace safety management procedures by providing the information labelled “<b>Workplace Safety Management Procedures</b>”.</p>	<i>Tick if Attached</i> <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>- Detail what procedures the Company has in place including how the Company identifies and manages workplace health and safety risks.</li> <li>- What accreditations the Company has concerning workplace health and safety</li> <li>- The Company’s workplace health and safety performance for recent similar work.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>v) Complete Pricing Schedule</b></p>	<input type="checkbox"/>	<input type="checkbox"/>



**Part 5 COMPLETE AND RETURN THIS PART**

<p><b>vi) Risk Assessment</b></p> <p>Respondents must address the following information in an attachment and label it “<b>Risk Assessment</b>”.</p>	<p><b><i>Tick if Attached</i></b></p> <p><input type="checkbox"/></p>	
<ul style="list-style-type: none"> <li>- Provide an outline of organisation structure inclusive of any branches and number of personnel.</li> <li>- Attach current ASIC company extracts search including latest annual return</li> <li>- Provide the organisation’s Directors/Company Owners and any other positions held with other organisations.</li> <li>- Provide a summary of how many years your organisation has been in business.</li> <li>- Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</li> <li>- Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</li> <li>- Do you intend to subcontract any of the Requirements? If Yes, provide details of the subcontractor(s) including the name, address and the number of people employed; and the Requirements that will be subcontracted.</li> </ul>	<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><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><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p><b>vii) Financial Position</b></p> <p>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “<b>Financial Position</b>” respond to the questions below including a profit and loss statement and latest financial return (<i>OR a statement from your accountant attesting to your financial viability</i>) 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><b><i>Tick if Attached</i></b></p> <p><input type="checkbox"/></p>	

**Part 5 COMPLETE AND RETURN THIS PART**

<ul style="list-style-type: none"> <li>- Does the Tenderer have the ability to pay all debts in full as and when they fall due? (If no, please provide details)</li> <li>- Does the Tenderer 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)</li> <li>- Will the Tenderer cooperate with an independent financial assessor during the conduct of financial assessments (if required)? (If no, please outline reasons why)</li> </ul>	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>
<p><b>viii) Conflict of Interest</b></p> <p>Will any actual or potential conflict of interest in the performance of the Tenderers obligations under the Contract exist if awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please provide details.</p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><i>Is there a Conflict of Interest?</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p><b>ix) Insurance</b></p> <p>Does the Tenderer maintain the minimum insurance requirements of this Request? If Yes, provide evidence of the Tenderers 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 7 working days of acceptance.</p> <p>Minimum insurance cover:</p> <ul style="list-style-type: none"> <li>▪ Public Liability – \$5,000,000 for one claim; and \$10,000,000 in aggregate</li> <li>▪ Workers Compensation - as per the WA Workers Compensation and Injury Management Act 1981</li> <li>▪ Vehicles – Sufficient for plant and machinery supplied under the contract plus third-party damage to a minimum of \$20,000,000.</li> </ul>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
<p><b>x) Critical Assumptions</b></p> <p>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. Tenderers should attach these assumptions in an attachment labelled <b><u>“Critical Assumptions”</u></b></p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	

### 5.3 Selection Criteria

#### 5.3.1 Qualitative Criteria (50%)

Tenderers are required to address the following qualitative criteria and provide details in the relevant schedules. Any item requested in the schedules below that is not specifically addressed by the tenderer may affect the tenderers score.

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

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

<p><b>A. SKILLS AND EXPERIENCE OF KEY PERSONNEL AND COMPANY</b></p> <p>Detail and describe the skills and experience of the key personnel that will be involved in the completion of the work required in this RFT by providing the information requested below in an attachment labelled <b>"Skills and Experience of Key Personnel"</b>.</p>	<p><b>Weighting</b> <b>&lt; 30% &gt;</b> <b>Tick if attached</b></p>
<ul style="list-style-type: none"> <li>- Details (CV's / work histories, accreditations, experience) of the key personnel that will be involved in the completion of this work.</li> </ul>	<p style="text-align: center;"><input type="checkbox"/></p>
<ul style="list-style-type: none"> <li>- Details of similar products supplied and services performed.</li> </ul>	<p style="text-align: center;"><input type="checkbox"/></p>
<ul style="list-style-type: none"> <li>- The scope of your company's involvement and outcomes achieved on previous similar work.</li> </ul>	<p style="text-align: center;"><input type="checkbox"/></p>
<ul style="list-style-type: none"> <li>- A minimum of two (2) referees from previous similar work.</li> </ul>	<p style="text-align: center;"><input type="checkbox"/></p>
<p><b>B. DEMONSTRATED CAPACITY AND FLEXIBILITY</b></p> <p>Outline your Company's capacity to supply the required products and how your Company demonstrates flexibility to meet the Shire's needs by providing the information requested below in an attachment labelled <b>"Demonstrated Capacity and Flexibility"</b>.</p>	<p><b>Weighting</b> <b>&lt; 20% &gt;</b> <b>Tick if attached</b></p>

**Part 5 COMPLETE AND RETURN THIS PART**

	<ul style="list-style-type: none"><li>- The Contractor's current commitments and how the Shire's requested work can be managed within the Contractor's current and forecast future commitments.</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>- How the Contractor plans on being able to deliver the products required by the Shire in a timely and flexible manner to meet the Shire's needs.</li><li>- Include a preliminary construction program and methodology outlining all stages of work, site closures, milestones and holdpoints.</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>- What backup resources the Contractor has to ensure the Shire's needs are met in the event of unforeseen circumstances.</li></ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"><li>- Details of subcontractors, including proposed local content</li></ul>	<input type="checkbox"/>

**Part 5 COMPLETE AND RETURN THIS PART**

**5.3.2 Price Criteria (50%)**

Tenderers shall complete all pricing information contained in the following Price Schedule. Before completing the Price Schedule, Tenderers should ensure they have read all Tender Documentation.

**5.3.3 Discounts**

Are you prepared to offer a discount for prompt settlement of accounts (i.e. within 14 days)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If you are offering different discounts for different periods, or other discounts such as volume discounts, please detail them in an attachment labelled "Discounts".	Attachment " <b>Discounts</b> " <input type="checkbox"/> (tick if attached)	

**5.3.4 Price Schedule (50%)**

Tenderers are to complete the pricing schedules of both Separable Portion A and B. Schedules are provided in Excel format attached to this Request. This should be included in the Tender Submission.

**Attachment A (Excel format)**

Separable Portion A: Anchorage Lane Temporary Overflow Workers Caravan Accommodation Facility

**Attachment B (Excel format)**

Separable Portion B: Coastal Works Package

## 6 SCHEDULES

### 6.1 Schedule 1 – Formal Offer

<b>TENDER NO.</b>	RFT 08/2023	<b>PROJECT:</b>	Kalbarri Disaster Recovery Works AGRN965
<b>Tenderer:</b>			
<i>(full trading name)</i>			
<b>Registered Office Address</b>		<b>Business Address</b>	
<b>Telephone</b>		<b>Facsimile</b>	
<b>Email</b>			

### LEGAL STATUS

All Tenderers are required to complete the following table:

<b>Legal Structure</b>	<b>Name</b>	<b>Australian Company Number (ACN)</b>	<b>Australian Business Number (ABN)</b>
Company			
Trusts			
Individual			
Partnership			

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (a) Conditions of Tendering;
- (b) Conditions of Contract;
- (c) The Specification;

**Part 6 COMPLETE AND RETURN THIS PART**

(d) Any addenda to the above;

(e) This Tender Form including all its schedules relating to the above Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

**AMENDMENTS TO TENDER DOCUMENTS (IF ANY)**

Tenderer to sign and return any amendments (tender addenda) issued during the tender period in confirmation of their receipt.

Tenderer confirms amendments have been signed and returned:

**List Addenda No's received:**

**Signature:** .....

**Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:**

Signature: .....

Name and Title: ..... Date: .....

Signature of  
Witness: .....

Name of  
Witness: ..... Date: .....

**Part 6 COMPLETE AND RETURN THIS PART**

**TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER**

Name:	.....
Position:	.....
Address:	..... .....
Telephone:	.....
Email:	.....



**6.2 Schedule 2 – Statement of Conformity**

The Tenderer is to signify here whether or not its Tender conforms in all respects to the requirements of the Tender Documents by indicating below:

Does your Tender conform?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
---------------------------	---------------------------------	--------------------------------

If the Tender does not conform to all of the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity and the reasons therefore:

.....

.....

.....

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**Part 6 COMPLETE AND RETURN THIS PART**

**6.3 Schedule 3 – Local Preference**

Should the tenderer wish to be considered under the Shire of Northampton’s Regional Price Preference Policy then the tenderer must provide details below of why the tenderer is eligible under the Policy.

Is the tenderer eligible for local preference under the Shire’s Local Preference Policy	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, please explain why below:		

**6.4 Schedule 4 – Referees**

Provide contact details of referees who can substantiate the Tenderer’s capabilities in undertaking the works required under the contract based on past experiences.

**FIRST REFEREE**

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

**SECOND REFEREE**

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

**THIRD REFEREE**

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

**Part 6 COMPLETE AND RETURN THIS PART**

**6.5 Schedule 5 – Insurances**

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					

**(Attach Certificates of Currency or other verification of the above insurances)**

**Part 6 COMPLETE AND RETURN THIS PART**

**6.6 Schedule 6 –Subcontractors**

Tenderers are encouraged to engage locally based subcontractors. Provide details of the subcontractors that the tenderer intends to engage for the works:

Subcontractor Company Name:	
Address:	
Contact details:	
Works to be subcontracted:	
Approximate value of Works to be subcontracted:	

Subcontractor Company Name:	
Address:	
Contact details:	
Works to be subcontracted:	
Approximate value of Works to be subcontracted:	

Subcontractor Company Name:	
Address:	
Contact details:	
Works to be subcontracted:	
Approximate value of Works to be subcontracted:	

Subcontractor Company Name:	
Address:	
Contact details:	
Works to be subcontracted:	
Approximate value of Works to be subcontracted:	

**APPENDIX 1 – SCOPE OF WORK – TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY**

**APPENDIX 2 – SCOPE OF WORK – COASTAL WORKS**

**APPENDIX 3 – TECHNICAL SPECIFICATION – TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY**

**APPENDIX 4 – TECHNICAL SPECIFICATION – COASTAL WORKS**

**APPENDIX 5 – AS2124 GENERAL CONDITIONS OF CONTRACT ANNEXURE A and B**

**APPENDIX 6 – DRAWINGS - TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY**

**APPENDIX 7 – DRAWINGS – CHINAMAN’S BEACH**

**APPENDIX 8 – DRAWINGS – BLUE HOLES**

**APPENDIX 9 – DRAWINGS – JACQUES POINT**

**APPENDIX 10 – DRAWINGS – RED BLUFF BEACH ACCESS**

**ATTACHMENT A – PRICING SCHEDULE (EXCEL FORMAT) – TEMPORARY OVERFLOW WORKERS CARAVAN ACCOMMODATION FACILITY**

**ATTACHMENT B – PRICING SCHEDULE (EXCEL FORMAT) – COASTAL WORKS**