

**SHIRE OF WILUNA**

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| --- | --- |
| **Request for Tender RFT 2016-01** | Maintenance and Building Works |
|  |  |
| **Tenders must be submitted by** | 3.00 pm 27 May 2016 |
|  |  |
| **Hand delivery submissions** | Tender BoxShire of WilunaScotia StreetWILUNA WA 6646 |
| **Postal Submissions** | The Chief Executive OfficerShire of WilunaTender BoxPO Box 38 WILUNA WA 6770  |
| **Email submissions** | tenders@wiluna.wa.gov.au |
| **Fax submissions** | 9981 7110 |
| **Shire Contact Person** | Dean TaylorActing Chief Executive Officer,(08) 99818000 |

The Tender documents consist of the following parts:

• Part 1 – General Information and Forms for Tendering

• Part 2 – General Conditions of Tender

• Part 3 – Special Conditions of Tender

• Part 4 – Specification & Appendices

**PART 1 - INFORMATION FOR TENDERERS**

**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.

**1.1 SCOPE OF THE CONTRACT**

**1.1.1 SERVICES TO BE PROVIDED**

This is a contract for services to be provided for carrying out maintenance and/or construction activities as directed by the Shire. It is for contractors to achieve preferred supplier status in ascertaining works from the Shire. Including but not limited to any of the following types of works may be applied within this tender (either one or many):

* Air conditioning
* Asbestos Removal
* Building
* Carpeting
* Carpentry
* Cleaning
* Concreting
* Electrical
* Fencing
* Gas Fitting
* Handyman
* Mechanics
* Painting
* Pest Control
* Plastering/Gyprock
* Plumbing
* Refrigeration
* Telecommunications
* Tiling
* Transport/ Freight
* Welding

The works are to also include the supply and hire of plant and equipment with competent operators if required.

All tools and provisions necessary for the completion of the works being tendered will be borne by the contractor, including mob/demob, meals & accommodation, fuel supply, consumables and plant servicing. (Council may have limited accommodation available from time to time.)

**1.1.2 TIMEFRAME**

This contract is for a minimum period of three years. Quoted prices are to remain valid for a period of 12 months from the acceptance of the tender. After which time all tenderers on the panel will be requested to update their quoted prices.

**1.1.3 SHIRE’S NOMINATED REPRESENTATIVE**

Any enquiries regarding the services specified in the Tender Documents should be directed to the Nominated Contact Person as listed at the front of these Conditions of Tendering.

No statement made by the nominated contact person(s), or any other member of the Council should be construed as modifying these Conditions of Tendering or any other Tender Documents, unless confirmed in writing by the nominated contact person(s).

**1.2 CONTRACT AIMS AND OBJECTIVES**

The Aims and Objectives of the Contract are:

( a ) to achieve and maintain a high standard of performance in provision of the Services by the Contractor;

( b ) to promote the health, safety and welfare of all persons engaged in or affected by the Services;

( c ) to provide well maintained plant and equipment for the construction and maintenance of buildings and infrastructure within the Shire of Wiluna;

( d ) to ensure the provision of ongoing effective communication and cooperation between the Council and the Contractor;

( e ) to provide cost-effective services that will offer genuine value for money.

**1.3 INVITATION TO TENDER**

Suitably resourced and skilled organisations are invited to tender to provide the Services to the Shire as set out in the tender specifications.

This Tender is conducted in accordance with the requirements of the tendering requirements under the *Local Government Act 1995*.

**Schedule 1**

**TENDER Form- Formal OFFER**

|  |  |  |  |
| --- | --- | --- | --- |
| Tender No:  | **RFT 2016- 01** | Project:  | **Maintenance and Construction Works under $150,000** |
| Tenderer*(Full Trading Name)* |  |
|  |

|  |  |
| --- | --- |
| Registered Office Address |  |
|  |
| Business Address |  |
|  |  |
| Phone Number |  | Fax Number |  |
| Mobile Number |  |
| Email address |  |
|  |  |

**Legal status**

All tenderers are required to complete the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| **Legal Structure** | **Name** | **Australian Company Number (ACN)** | **Australian Business Number (ABN)** |
| Company |  |  |  |
| Trust |  |  |  |
| Individual |  |  |  |
| Partnership |  |  |  |

*\* Include details of both the trust and its trustee*

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;

d) Any addenda to the above;

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

**Tender Form**

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.

The Tenderer warrants and represents that:

a) It has fully acquainted itself with all of the documents referred to in the Tender and all matters relating there to;

b) Agrees to be bound by the Conditions of Tendering;

c) All of the information provided in its tender is true and correct;

d) It has made its own enquires and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tendered price;

e) It has allowed for all such risks and contingencies in its tender price.

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

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

|  |
| --- |
| Tenderer confirms amendments have been signed and confirmed  |
| Amendments No.s |  |
| Signature |  |
|  |  |

|  |
| --- |
| **Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:**  |
| Signature |  | Date: |  |
| Name and Title |  |
| Signature of Witness |  | Date: |  |
| Name of Witness |  |
|  |  |

**CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER**

Name: Mr Dean Taylor

Position: Chief Executive Officer

Address: PO Box 38, Wiluna, WA 6646

Telephone: (08) 99818 000

Mobile: 0458 889 494

Facsimile: (08) 99817 110

Email: ceo@wiluna.wa.gov.au

**SCHEDULE 2**

**STATEMENT OF CONFORMITY**

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

|  |  |  |
| --- | --- | --- |
| Does the Tender conform?  | Yes  |[ ]  *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, and must value each area of non-conformity so that, in the event such non-conformity is deemed unacceptable, the comparative tender price can be adjusted accordingly. If any non-conformity is not priced and/or is determined to be unacceptable, the Tender may not be further considered.

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**SCHEDULE 3**

**TENDER SCHEDULE**

**Type of Works**

|  |  |
| --- | --- |
| **Name of contractor** |  |
| **What type of works will you be applying for preferred supplier status?** |
| [ ]  | Air Conditioning/Refrigeration | [ ]  | Mechanics – Repair to Major Plant |
|[ ]  Building maintenance | [ ]  | Mechanics- Repair to Minor Plant |
| [ ]  | Carpentry |[ ]  Painting |
| [ ]  | Carpeting |[ ]  Pest Control |
|[ ]  Concreting |[ ]  Plastering |
|[ ]  Electrical |[ ]  Plumbing |
|[ ]  Excavation |[ ]  Telecommunications |
|[ ]  Fencing |[ ]  Tiling |
|[ ]  Gas Fitting |[ ]  Transport |
|[ ]  Handyman |[ ]  Welding and fabrication |
|[ ]  Other- Please specify below |[ ]  Asbestos removal |
|[ ]   |[ ]   |
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**Availability**

|  |  |
| --- | --- |
| **Name of contractor** |  |
|  |

|  |
| --- |
| What are your hours of operation?  |
| **Day** | **Hours of operation** |
| Monday |  |
| Tuesday |  |
| Wednesday |  |
| Thursday |  |
| Friday |  |
| Saturday |  |
| Sunday |  |
| Are you willing to accept emergency call outs? | Yes |[ ]  No |[ ]
| If yes, what is the contact number for the emergency call outs? |  |
| Are you willing to travel to remote locations? | Yes |[ ]  No |[ ]
| Are there any other considerations in availability and travel that are part of your services? Please specify below. |
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**Rates**

**Notes**

1. All rates shall be exclusive of GST.
2. Total rate should be inclusive of all expenses, if there is an expense which does not conform to of the categories tenderers are asked to provide this as well in an attachment to this form clearly identifying what it is for , how much and what unit it is measured against. No additional charges will be accepted on a per hourly basis from this total.
3. Additional costs should include all items that will be charged. No additional charges will be accepted if they are not on this list.
4. Payment for machine hire will be made based on machine hours worked not machine hours on site.

|  |  |
| --- | --- |
| **Name of contractor** |  |
|  |
|  |  |
| **Type of Work** | **Labour** ($ per 1 hr.) | **Travel rate per km** ($ per 1 hr.)**(For remote locations)** | **Plant/ Machinery**($ per 1 hr.) | **Total**($ per 1 hr.) |
| **Standard** | **Call Out** |
|  |   |   |   |   |  |
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| --- | --- | --- |
| **Additional Charges Description (e.g. accommodation)** | **Total**  | **Unit of Measurement** |
| **(e.g. Per day)** |
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**Accreditations**

Some works may require either licensing, permits or certifications. Please verify that your business and employees have the appropriate authorisations in place to complete the works.

|  |  |
| --- | --- |
| **Name of contractor** |  |
|  |

|  |  |  |
| --- | --- | --- |
| Do you have or any of your employees have a licensed trade/s? | Yes |[ ]  No |[ ]
| Do you or any of your employees have a license to operate vehicles/ machinery? | Yes |[ ]  No |[ ]
| If yes to either please fill out the table below |
| **Name** | **Trade or Vehicle/Machinery Type** | **License number** |
|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |
| Do you have or any of your employees have work permits? | Yes |[ ]  No |[ ]
| If yes please fill out the table below |
| **Name** | **Permit** | **Permit number** |
|  |  |  |
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| Do you have or any of your employees have certifications? | Yes |[ ]  No |[ ]
| If yes please fill out the table below |
| **Name** | **Certificate Level** | **Certificate Name** |
|  |  |  |
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**PLANT/EQUIPMENT LIST**

|  |  |
| --- | --- |
| **Name of contractor** |  |
|  |
|  |  |
| Plant Item | Make, Model | Year | Registration Number | Specification/ Capacity |
|  |   |   |   |  |
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**Occupational Safety and Health**

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| --- | --- | --- |
| Do you have a written safety policy? | Yes |[ ]  No |[ ]
| Do you have a safety manual? | Yes |[ ]  No |[ ]
| Do you have written working practices and safety instructions? | Yes |[ ]  No |[ ]
| Do you have employees?(You do not have to complete questions about employees, unless otherwise specified) | Yes |[ ]  No |[ ]
| Is the safety policy communicated to and understood by all the employees? | Yes |[ ]  No |[ ]
| Do you have a safety conscious organisation?(Please attach Organisation Chart and Description of Responsibilities) | Yes |[ ]  No |[ ]
| Who is the most senior person with responsibility for co-ordinating safety matters and what is their experience |
| Name |  |
| Safety experience |  |
|  |
|  |
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|  |
| What are your practices for maintaining plant equipment and vehicles in a safe condition? |
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**Hazards**

|  |  |  |
| --- | --- | --- |
| Do you have a system to identify hazards during the term of the Contract? | Yes |[ ]  No |[ ]
| Where hazards have been identified, is there a system to determine:  |
| Significant hazards?  | Yes |[ ]  No |[ ]
| Methods of control?  | Yes |[ ]  No |[ ]
| Reporting of new hazards?  | Yes |[ ]  No |[ ]

**Safety Training**

(If you do not have employees, answer the question on your own behalf)

|  |
| --- |
| What safety training is given to employees?/ What safety training have you had? |
|  |
|  |
|  |
|  |
| Have the personnel who will undertake specific work received formal training in safe working practices and in the use of protective equipment relating to the potential hazards of that work? | Yes |[ ]  No |[ ]
| Please supply details of staff possessing formal safety qualifications who will be engaged  |
|  |
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**Records**

|  |
| --- |
| What type of safety records are kept by your organisation for: |
| Fatalities? |  |
| Serious Injuries? |  |
| Near- Miss Accidents? |  |
| Health and Safety Meetings? |  |
| Environmental Damage? |  |
| Other |  |
| Please supply your safety record for the last five years |
| No of Fatalities? |  |
| No of Injuries where staff were off work for one day or longer |  |
| No of work days lost due to machinery failure or breakdown |  |
| Number of accidents resulting in environmental damage or pollution(Please attach details) |  |
| Has your organisation been free of any cautioning or prosecution by an enforcement authority? | Yes |[ ]  No |[ ]
| If no, provide details: |  |

**Accident Investigation**

|  |  |  |
| --- | --- | --- |
| Has your organisation got a procedure for the investigation, reporting and follow-up of serious harm accidents, incidents occupational illnesses? | Yes |[ ]  No |[ ]
| Are the results of accident investigation communicated to employees?  | Yes |[ ]  No |[ ]
| Are preventative measures communicated to all employees? | Yes |[ ]  No |[ ]

**Safety Awareness**

**For self-employed single person businesses**

|  |  |  |
| --- | --- | --- |
| Do you conduct safety inspections on how you complete work?  | Yes |[ ]  No |[ ]

**For organisations with employees**

|  |  |  |
| --- | --- | --- |
| Do you have in-house safety meetings?  | Yes |[ ]  No |[ ]
| Does your organisation conduct safety inspections on its own operations?  | Yes |[ ]  No |[ ]
| Are all staff involved in safety programmes?  | Yes |[ ]  No |[ ]
| Are all staff involved in hazard identification?  | Yes |[ ]  No |[ ]
| Are all staff involved in developing emergency procedures?  | Yes |[ ]  No |[ ]

**Subcontractors**

|  |  |  |
| --- | --- | --- |
| Do you use subcontractors?If no you do not have to complete the next section | Yes |[ ]  No |[ ]
| What safety requirements does your organisation specify for its subcontractors?  |
|  |
|  |
|  |
| Do you have procedures for the control of the safety performance of Subcontractors? | Yes |[ ]  No |[ ]
| How is subcontractors non-compliance handled?  |
|  |
|  |
|  |
|  |

Please list in the following table the subcontractors you use.

|  |  |  |
| --- | --- | --- |
| **Name of person/business** | **Trade / Type of work** | **Plant used while conducting work** |
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**STATEMENT OF INTENT**

**STATEMENT**

I have read carefully and fully understood these tender documents.

It is my intention to provide the Shire with the service required by the Shire as described in the tender documents, that is:

* I will supply all works at the fixed tendered rates for the duration of the contract, as determined by the Shire.
* I will ensure that all works are completed competent staff at all times and that staff work to achieve the outcomes required by the Shire.
* I will ensure that I provide a safe work environment insofar as what is possible and under my control.
* I will ensure that all plant and equipment will be fully-maintained on site to ensure minimum downtime.
* I will put processes in place to ensure that my staff work co-operatively with, and under the direction of the Shire manager / supervisor at all times
* I will put processes in place to provide the Shire with timely accurate records of all costs for which the Shire will be liable under the contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE OF AUTHORISED SIGNATORY OF CONTRACTOR Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF AUTHORISED SIGNATORY (BLOCK LETTERS):

POSITION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 4**

**Insurances**

Tenderer to provide details of insurance currently held by you and any proposed subcontractor which would be extended to provide cover for work under the Contract. List any additional insurance that you may have in the spaces provided.

|  |  |
| --- | --- |
| **Name of contractor** |  |
|  |
|  |  |  |
| **Insurance Type** | **Policy Number** | **Extent of Cover** | **Expiry Date** | **Name of Insurer** |
| **Per Incident**  | **In Aggregate**  |
| Public Liability  |  |  |  |   |   |
| Workers Compensation (if relevant) |  |  |  |   |   |
| Home Liability (if relevant) |  |  |  |   |   |
| Vehicles Plant and Equipment |  |  |  |   |   |
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**(Attach Certificates of Currency or other verification of the above insurances)**

**SCHEDULE 5**

**Referees**

Provide at least two (2) referees who can attest to the Tenderer’s capabilities in undertaking the contract. Council reserves the right to make its own independent enquiries.

|  |
| --- |
| **First Referee** |
| Company Name |  |
| Address |  |
|  |  |
| Contact Person |  |
| Phone Number |  | Fax Number |  |
| Mobile Number |  |
| Email address |  |
|  |  |

|  |
| --- |
| **Second Referee** |
| Company Name |  |
| Address |  |
|  |  |
| Contact Person |  |
| Phone Number |  | Fax Number |  |
| Mobile Number |  |
| Email address |  |
|  |  |

**SCHEDULE 6**

**CURRENT COMMITMENTS**

Describe the organisation’s current commitments in projects of a similar nature to the contract.

|  |
| --- |
| **project one** |
| Project Name |  |
| Description of the project/ task |  |
| Client Name |  |
| Contact Name |  |  |
| Phone Number |  | Fax Number |  |
| Value of works |  | Duration |  |
|  |  |  |  |

|  |
| --- |
| **project two** |
| Project Name |  |
| Description of the project/ task |  |
| Client Name |  |
| Contact Name |  |  |
| Phone Number |  | Fax Number |  |
| Value of works |  | Duration |  |
|  |  |  |  |

**SCHEDULE 6**

**legal instrument**

*The successful tenderer will be required to enter into a Legal Instrument of Agreement as set-out below.* ***Do not complete this form or submit this form with your tender.***

**THIS AGREEMENT** made the ……. day of ……. 20… between

**SHIRE of WILUNA**, (hereinafter called 'the Principal') of the one part

and **………………..** in the State of WA (hereinafter called 'the Contractor') of the other part,

WHEREAS the Principal is desirous that certain Works should be undertaken, namely:

**RFT 2016-01,** Maintenance and construction Works Under $150,000 and has accepted a Tender by the Contractor for the undertaking of such Works NOW THIS AGREEMENT WITNESSETH and the parties hereto mutually agree as follows:

1. In this Agreement words and expressions shall unless the context otherwise requires have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) AS 2124-1992 General Conditions of Contract

(b) Special Conditions of Contract

(c) Tender Submission Document including any correspondence between Principal and Contractor prior to Acceptance

(d) Principal's Authorisation

(e) Specifications

(f) Notice of Award of Contract

3. In consideration of the Agreements on the part of the Principal in this Agreement set forth the Contractor will supply the goods in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to, or observe by or on the part of the Contractor.

4. In consideration of the Agreements on the part of the Contractor in this Agreement set forth the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

5. If any party to this Agreement consists of one or more persons and one or more Corporations or two or more persons or two or more Corporations this Agreement shall bind such person or persons and such Corporation or Corporations or such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and permitted Assigns (in the case of the Contractor) and Assigns (in the case of the Principal) jointly and severally and the person or persons and or Corporation or Corporations included in the term "Contractor" or the term "Principal" in this Agreement shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

6. This Agreement shall take effect according to its tenor notwithstanding any prior Agreement in conflict or at variance with it or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

AS WITNESS HERETO the parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of THE PRINCIPAL

Name DEAN TAYLOR

Signature ................................................................................

Title CHIEF EXECUTIVE OFFICER,

SHIRE OF WILUNA

in the presence of Name………………………………………. .

Signature ................................................................................

Dated

Signature ................................................................................

Dated

SIGNED for and on behalf of THE CONTRACTOR

Name …………………….

Signature ................................................................................

Title …………………………………………

in the presence of Name ................................................................................

Signature ................................................................................

Dated

**END PART 1**

**PART 2 – GENERAL CONDITIONS OF TENDERING**

**2. CONTACT WITH COUNCIL’S OFFICERS**

2.1 ENQUIRIES REGARDING THIS TENDER ARE TO BE DIRECTED TO THE CONTACT OFFICER NOMINATED IN PART 1 OF THE TENDER DOCUMENTS.

To ensure consistency and fairness to all Tenderers the Shire of Wiluna Council requires that all information communicated to a tenderer is distributed to all so that it is equally available to all. It is the responsibility of tenderers and prospective tenderers to regularly check emails, mail, facsimile and so forth to ensure that they keep themselves fully informed.

2.2 All requests for further information from prospective contractors are to be communicated in writing either by mail or facsimile to Council’s Contact Officer as specified on these documents

2.3 During the period from the date of the invitation to tender until closure of tender no communication on any matter regarding the tender will be regarded as a communication on behalf of Council unless it is in writing or followed up in writing.

2.4 Tenderers are not to contact Council’s Contact Officers during the period from tender closing date and time until Council has awarded the contract.

2.5 Any attempt in the opinion of the Shire by a tenderer to influence the decision of the Council in a public forum, or privately with a Councillor or an employee will be treated as “Canvassing”.

2.6 Unless specifically provided elsewhere in this invitation for tender, if the Tenderer personally or by agent:

* Canvasses any Councillor or Council employee; or,
	+ Attempts directly or indirectly to provide further information relating to the tender to any Councillor at any meeting of the Council or a Council Committee prior to the notification of the outcome of this tender by the Shire,

such tender WILL BE EXCLUDED from being considered for acceptance.

2.7 Should the Shire require further information or clarification on any component of a submitted Tender then the TENDERER WILL BE CONTACTED IN WRITING.

2.8 It is Council’s intention in issuing this invitation to tender to proceed to enter into a contract. However, under no circumstances will Council make any payment to any party for any costs in relation to the tender process whether such costs are incurred in preparing and submitting a tender or otherwise.

2.9 The Tender documents consist of the following parts:

* Part 1 – General Information and Form for Tendering
* Part 2 – General Conditions of Tender
* Part 3 – Special Conditions of Tender
* Part 4 - Specification

**3. CONDITIONS FOR TENDERING – GENERAL**

3.1 ALL TENDERS ARE TO REMAIN VALID UNTIL COUNCIL MAKES A DECISION ON AWARDING A CONTRACT, NOT ACCEPTING ANY TENDERS, OR ANY OTHER OUTCOME.

The Shire will omit any Tender from consideration if the Tenderer, personally or by an agent, canvasses any Councillor or Council Staff with a view to influence the acceptance of any Tender made by him or other Tenderer.

3.2. The identity and number of prospective tenderers who have collected tender documents from the Shire shall not be disclosed to any other party (subject to the Freedom of Information Legislation).

3.3 Following the public opening of tenders and prior to the tender being determined, no discussion will be entered into with tenderers regarding competing tenders received, tendered values or any other details about competing tenderers or tenders. No information shall be disclosed (subject to the Freedom of Information Legislation) other than the information contained in the tender register. Any disclosure by Shire staff members of other matters relating to the tenders will make such tender EXCLUDED FROM BEING ACCEPTED.

3.4 Should the Shire require further information or clarification on any component of a submitted tender then the tenderer will be contacted in writing.

3.5 Tenders received in the Tender Boxes by the advertised closing time and date will be opened by the Executive Manager, Technical Services and the Chief Executive Officer or her delegate. The names of the tenderers, but not the tendered values (consideration), listed in the FORM OF TENDER may be read out.

3.6 All tenders received in the Tender Boxes by the advertised closing time and date will be registered in the Shire of Wiluna’s Tender Register, by the Chief Executive Officer or his delegate.

3.7 The Chief Executive Officer will check the accuracy of the recording of tendered details.

3.8 Tenderers by submitting a tender are deemed to have:

* Examined and understood ALL TENDER DOCUMENTATION and information made available in writing (including all information on the Shire’s website) for the purpose of tendering.
* Examined and understood all further information obtainable by making reasonable inquiries relevant to the risks, contingencies and other circumstances having an effect on their tender.
* Satisfied that their tender is correct and sufficient in every aspect including the Tendered values.
* Tendered values are deemed to cover the cost of complying with all parts of the tender documents and all matters relevant for the proper performance and completion of the contract.
* Tenderers are to acquaint themselves with all conditions and matters relating to the performance of the work and completion of the contract at the time of submitting a tender. And if necessary to inspect the locations and areas of work referred to in the SPECIFICATION prior to preparing and/or submitting a tender.
* If a tenderer has any doubts regarding the meaning of any portion of the tender documents or goods or services required, clarification should be sought in writing from Council via Council’s Contact Officer prior to preparing and submitting a tender.
* Should there be any matter of principle or remaining doubt which the tenderer considers not adequately covered or described in the tender documents then these matters should be addressed, signed and submitted as alternative tender and attached to the FORM OF TENDER.

3.9 The Shire of Wiluna accepts no responsibility for any error made by a tenderer in the submission of a tender.

3.10 Tendered values are DEEMED to include ALL applicable profit margins, overheads, levies, duties, taxes, charges, disbursements, printing and travel.

3.11 This is a Schedule of Rates Contract with no provision for Rise & Fall.

3.12 Any additional charges not specifically stated in the submitted tender will not be regarded or permitted as a charge against any transaction under any contract resulting from this invitation to tender.

3.13 Tenderers are to prepare and submit tenders for a contract on the basis of using labour available within the Wiluna District where it is reasonably and economically practicable without being prejudicial to the Shire of Wiluna Council.

3.14 In calculating the tendered rates suppliers and contractors are deemed to have costed all relevant taxes into the prices the subject of the contract unless specifically stated in the Form of Tender, with relevant cause for non-inclusion of relevant tax liabilities.

3.15 Following the advertised closing time and date, Council will not accept variations to the tendered values.

3.16 Inclusion or an allowance is to be made by Tenderers in their tendered values for the following (as applicable):

GENERAL

* Health and safety - all requirements of Worksafe (WA) Occupational Health and Safety;
* Building Training Levy;
* Superannuation/Long Service Leave;
* Employee superannuation;
* Portability of long service leave;
* All other employee costs and allowances; and,
* All union requirements, costs and allowances if applicable.

INSURANCE COVER

* Professional Liability;
* Product liability insurance;
* General umbrella liability insurance covering all of a Contractor’s risk and contract work insurance;
* Workers Compensation Cover in accordance with WA legislation; and,
* Home Indemnity Insurance if required
* Any other insurance specified in Part 1 of the Tender documents.

**4. SUBMITTING A TENDER**

To allow for the secure and confidential receipt of tenders in both printed and electronic formats, Council has two tender boxes:

* A “virtual” tender box for receiving electronic tender submissions; and
* A physical tender box for receiving “hardcopy” tender submissions.

4.1 Email your tender

Email to: tenders@wiluna.wa.gov.au

Tenders submitted by this means must:

* Be in MS-Word or PDF formats
* Be less than 5Mb in size
* Include the Tender number (i.e. “Tender no. 2016-01”) in the Subject line

This is the only email address connected to our virtual tender box; tenders sent to any other email address will not be accepted.

4.2 Fax your tender to (08) 99817110

Due to size limits, please send only the documents requested in the tender documents. Do not attempt to fax brochures etc. that we have not asked for, as it may cause a system failure that results in your tender submission failing to reach the tender box.

Tenders submitted by fax should include a header page with the Tender number (e.g. “Tender no. 2016-01”) in the Subject line

4.3 Hand Delivery to the Tender Box

The tender box is located in the SHIRE’S ADMINISTRATION BUILDING, Scotia Street, Wiluna, WA, 6646. Hours of business are 8.30am to 4.00pm MONDAY TO FRIDAY (except Public Holidays.)

Tenders submitted by this means must be in a sealed envelope. The envelope must be marked with the Tender number (e.g. “Tender no. 2016-01”) on the outside.

4.4 Australia Post

Offers sent by mail must be received by the Shire before the advertised Tender closing time to be eligible for evaluation; all late tenders will be rejected and no correspondence will be entered into.

Tenders submitted by this means must be in a sealed envelope or mail satchel and must be addressed as follows:

**THE CHIEF EXECUTIVE OFFICER**

**SHIRE OF WILUNA**

**TENDER BOX**

**PO BOX 38**

**WILUNA WA 6646**

**TENDER NUMBER: 2016-01**

4.5 **Do not send your application by courier; they are too expensive and they do not always provide regular/timely services to Wiluna.**

4.6 Tenders shall only be accepted in the FORM OF TENDER as set out in Part 1 of the tender documents.

4.7 The responsibility for submitting a tender before the advertised closing time and date into the Tender Box in the correct manner rests with the tenderer.

4.8 All documentation submitted or attached to a tender is to be signed by the tenderer and common seal affixed if submitted by a registered company.

4.9 Tenders submitted after the advertised time and date for the closing of this tender will be rejected.

**THE COUNCIL WILL NOT ACCEPT OR EVALUATE LATE TENDERS UNDER ANY CIRCUMSTANCE.**

4.10 Tenders that:

* Are not submitted on the Shire of Wiluna’s FORM OF TENDER as set out in Part 1 of the tender documents; or
* Do not include all the required information; or
* Purports to vary the tender SPECIFICATION

will be deemed to be a “non-conforming tender” and may be rejected.

4.11 Council may consider a tender which purports to vary the **SPECIFICATION** only if the tender is accompanied by a full and accurate written description of the way in which the Specification is varied.

**5. EVALUATION PROCESS AND SELECTION CRITERIA**

All tenders will be assessed as either being compliant or not with these Conditions for Tendering. Compliant tenders are to be evaluated based upon the evaluation criteria and the details provided in each Tender Submission.

5.1 As part of the evaluation process Council may require tenderers to make a personal presentation at an interview or may contact tenderers for further information if deemed necessary.

5.2 In considering received tenders, Council may take into account any matter which is not prohibited by law and which Council reasonably considers to be relevant.

5.3 The prime consideration in the evaluation of received tenders is to be the tender that clearly demonstrates an understanding of the tasks and represents the best value for money in the Shire’s opinion.

5.4 The following criteria will be used in assessing the tendered proposals that the tenderer has:

CRITICAL ISSUES

* Demonstrated an understanding of the critical requirements related to the outcomes sought in the Specification.
* Proven experience, skills and capabilities appropriate to the work requirements outlined in the Specification under the specific work area for which the tenderer has tendered.

PROPOSED METHODOLOGY

* Described the proposed philosophy, methodology, and approach to be undertaken.
* Detailed the skills that will be allocated to the contract, in the tenderer’s particular field/work area.
* Provided examples of previous and current contracts for similar works.
* Adequately described the process for interfacing with Council staff, - describing lines of responsibility and communication.

QUALITY ASSURANCE

* Outlined the Quality Systems and Processes that are to be applied to the tender to ensure the required outcomes will be achieved.
* Described the Tenderer’s Quality Assurance status.

TENDERED RATES

* Provided the best overall value rates to implement the contract.

**6. ACCEPTANCE OF TENDER**

The Council is not bound to accept the lowest or any submitted tendered price for services described in the SPECIFICATION. The acceptance of any tender is subject to funding being available and the Council acceptance of the tender in writing.

6.1 The right not to accept any of the submitted tenders is reserved by Council.

6.2 This tender is not subject to an “in-house” bid by Council staff.

6.3 No tender is to be deemed accepted until the Council has notified the successful tenderers in writing.

6.4 All Tenderers both successful and unsuccessful will be notified in writing by Council of the tender outcome.

6.5 Unsuccessful tenderers will also be sent a summary of the tenders received.

6.6 The allocation of work will be at the discretion of the Chief Executive Officer. The first highest tenderer will receive the first offer of work. Should the highest successful not be able to complete the works required the work will be offered to the second highest successful tenderer and so on until the contract for the works is let. The successful tenderer/s will be issued with a Shire purchase order. The contract of engagement will be deemed to be the tenderer’s offer (as expressed in the tender submission and any ancillary documentation) and the Shire’s acceptance by way of the purchase order issued.

**END PART 2**

**PART 3 – SPECIAL CONDITIONS OF TENDERING**

**1. STATUTORY COMPLIANCE**

1.1 The contractor must operate at all times in accordance with Acts Statutes (State or Federal) for the time being enacted or modifying any Acts, and all Regulations, By-laws, Requisitions, Ordinances, and Orders made under any Act from time to time by any Statutory public or other competent authority.

**2. OCCUPATIONAL HEALTH AND SAFETY ISSUES**

2.1 The contractor will be bound by the Shire of Wiluna’s Occupational Health and Safety Policy and procedures, including (but not limited to) incident reporting requirements. The contractor must at all times keep and leave premises in a state safe for staff and users.

2.2 The Contractor acknowledges the Occupational Health and Safety Welfare Act (WA) sets out specific duties relating to the general duty of ensuring Employees and/or the community are not exposed to hazards.

2.3 All necessary precautions against conditions which are, or may be dangerous to health including noxious effect of:

* Dust;
* Fumes;
* Liquids;
* Infection;
* Fire;
* Explosion;
* Other hazards,

for work to be carried out in a thoroughly safe manner for both employees, and the public, are to be observed by the Contractor.

**3. NOISE ABATEMENT**

3.1 All machinery and work undertaken by the contractor must be strictly in accordance with the ENVIRONMENTAL PROTECTION ACT and associated Regulations, to avoid disturbing residents in adjoining properties to a job site.

3.2 Care is to be taken by the Contractor to ensure that at all times the volume of radios, CD players etc. is maintained at a level so as not to be considered to be a nuisance to the public.

**4. CLEANING**

4.1 The Contractor shall leave all sites in a clean and tidy condition.

**5. SECURITY**

5.1 The contractor must, when leaving any premises unattended, ensure that all windows and doors are shut and locked.

5.2 The contractor will be responsible for any costs incurred in the replacement of lost building keys. Where keys cannot be accounted for, this may include the cost of changing of locks so that the security of the premises can be maintained.

**6. PROVISION OF INFORMATION BY TENDERERS**

6.1 TENDER RETURN SCHEDULES

Tenderers are required to complete the Tender Return Schedules and submit these as part of their tender. They should also supply any information or documents specified at the conclusion of the Schedules. While such information may be used in evaluation of tenders, it will not necessarily form part of the Contract.

6.2 CONFLICT OF INTEREST

Tenderers must inform the Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is awarded the contract.

If any conflict or potential conflict exists the Tender should advise how it proposes to address this.

6.3 INFORMATION FOR EVALUATION

Tenderers are required to submit all the documents or information specified with their tenders.

Tenderers may submit additional information in support of their tender as may be considered necessary for evaluation of any methods, systems, processes, personnel, plant or equipment they propose to use in the performance of the Contract. Without limiting the Local Government (Functions and General) Regulations 1996 tendering requirements, the Council reserves the right to clarify with any Tenderer the contents of any information.

Tenderers must complete all relevant Tender Return Schedules in Part 1, to provide the Council with the information required to fully and fairly evaluate the tender.

**7. TIMING OF TENDER**

The proposed timing for the tendering process is as follows:

|  |  |
| --- | --- |
| Call for Tenders  | 30 April 2016 |
| Close of Tenders | 27 May 2016 |
| Indicative Commencement Date: | 1 July 2016 |

**8. EVALUATION CRITERIA - CHECKLIST FOR TENDERERS**

Tenderers should ensure that their proposals address the criteria which have been outlined in the Tender Form.

Preferred supplier status will be given to those who address each of the schedules and selection will be based on value for money.

**END OF PART 3**

**PART 4 – INFORMATION SPECIFIC TO THIS CONTRACT**

**1. PROCESS OF SELECTION**

Tender Responses will be assessed under the following criteria;

* Overall Cost
* Completeness of Package viz total supply
* Quality of Equipment proposed and mechanical support
* Commitment and ability to work with the Shire’s Supervisor to achieve the Shire’s twin objectives;
* Total cost control,
* Quality outcomes delivered on time.

**2. TERMS OF ENGAGEMENT**

The Shire will award the contract to a panel of tenderers in order of preferences.

The successful tenderers will be able to service the contract from 1 July 2016 until

30 June 2018

**3. AVAILABILITY**

The Shire shall attempt to provide:

* A minimum of 2 weeks’ notice on minor works under $50,000. For works above $50,000 a commencement date will be negotiated.
* A minimum of 1-2 days’ notice for non-urgent repairs and maintenance works, depending on availability of the contractor.
* Immediate notice for emergency repairs with an expected 4hr response time to make safe.

All tenderers need to be flexible to be able to be called upon on short notice to assist in essential works.

**4. PAYMENTS**

Payments for works will be based on the tender schedule hourly rates and plant rates.

**5. MACHINERY AND EQUIPMENT**

All necessary tools, machinery and equipment shall be fully licensed as required, serviced and operated in accordance with manufacturer’s safe working standards.

It is the Contractor’s responsibility to ensure that plant is maintained safe and secure at all times.

**6. FUEL**

The contractor is responsible for ensuring that all plant is adequately fuelled at all times such that works are not delayed.

**7. CONSUMABLES**

The Contractor will be responsible for the timely supply of all consumables.

**8. MEALS & ACCOMMODATION**

The Contractor is responsible for arranging and maintaining all meals and accommodation for their employees. Some limited accommodation may be available at the shire from time to time.

**9. PERFORMANCE**

The Shire shall review and assess the performance of plant and employees.

The Shire reserves the right to discharge any worker or item of plant which, in the opinion of the Supervisor, is not satisfying the requirements of the contract viz ability, commitment, appropriateness.

**10. COMPETENCIES**

All employees of the contractor shall be suitably qualified and hold all relevant accreditations and licences/permits to undertake the works applied for under the tender form in accordance with relevant work standards and regulatory requirements.

All Equipment Operators shall be suitably qualified and hold all relevant licences and qualifications to undertake works in accordance with relevant work area standards and regulatory requirements.

Additionally, all employees shall have received the relevant training in safe working practices (in particular when working within public road reserves).

**11. OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT**

All employees must attend a Standard Induction with Shire Works Supervisor before commencing works on site.

All contractors’ employees shall wear the required and approved protective clothing in accordance with the Occupational Health and Safety approved work procedures. All protective clothing shall be supplied by the Contractor and meet the necessary safety standards.

All operations shall comply with the Traffic Management Plan (TMP) when dealing with road infrastructure or roadside works. The TMP shall be supplied and maintained by the Shire.

All operations shall comply with the Environmental Management Plan (EMP) which may be required on a project basis. The requirements of the EMP shall be outlined to contractors on site by the Shire Works Supervisor.

Failure to comply with these requirements will result in the Contractor’s employees being discharged.

**13. HIRE RATES**

In your response to this RFT, Contractors shall identify separately (in addition to the Tender Schedule and if applicable)

* hourly rates for plant while in use
* hourly rates for plant on standby (no operator)
* labour rate only for redeploying operator to do other work as directed by the supervisor
* costs for mobilisation and demobilisation of plant to/from Wiluna townsite
* costs for mobilisation and demobilisation of plant to worksites within Wiluna Shire boundary.

All rates quoted shall be GST-exclusive.

All rates shall be fixed for a period of 12 months from the commencement date after which each successful tenderer will be requested to provide new rates. Rates shall include daily travel to and from the worksite from the accomodation.

**14. INDEMNITIES**

The Contractor shall insure his staff and equipment against all liabilities including but not limited to:

* Public Liability Cover
* Worker’s Compensation Cover
* Third Party Equipment Cover
* Fire, Theft and Damage to Plant & Equipment

Copies of the Contractor’s current public liability insurance cover to a value of at least $5 million shall be submitted with the Tender.

The Shire shall not take any responsibility for any damage incurred to plant at any time whilst engaged on this project.

**15. CONTRACT PAYMENTS**

All invoices for payment, where requested by the Shire, shall be accompanied by copies of the daily timesheets signed by the Shire Supervisor.

All invoices are required to be submitted within 2 weeks of the work being completed.

The claims for payment shall list all works completed as per the items set out in the pricing schedule

The Shire operates on 14 day payment terms; i.e. invoices will be paid within 14 days of receipt by the Shire.

The Contractor must ensure that all invoices are ATO compliant with regard to tax invoices and GST; the Shire reserves the right to refuse to accept invoices if they are not compliant.

The Shire also reserves the right to not accept invoices if they do not clearly state the job location, nature of the job completed and other information (including Shire’s purchase order) that easily identifies the works completed.

**16. COMPLAINTS**

The Contractor’s Representatives shall make it clear to enquirers that they are operating on behalf of the Council and shall take courteous note of complaints and suggestions made by the travelling public or affected landowners and ratepayers.

The Contractor shall report all such discussion to the Shire’s Nominated Representative.

**17. COMPLIANCE WITH REGULATIONS AND RELEVANT ACTS**

The works shall be conducted at all times in a workmanlike manner in accordance with any relevant Federal and State Acts or Regulations, Council Local Laws, and Australian Standards.

In addition, and in particular, the Contractor shall comply with (if applicable):

* Occupational Health & Safety Act, 1985, as relevant to State/Territory;
* Relevant Australian specific to project specifications issued by the Shire.
* Relevant Industry Standards specific to the work area for which the contractor had tendered.
* Main Roads Western Australia - Traffic Management for Works on Roads (Feb 2007);
* Relevant State/Territory Worksite Traffic Management (Roadworks Signing) Code of Practice (or similar);
* Relevant State/Territory Roadside Handbook – Environmental Guidelines for Construction and Maintenance Workers (or similar).
* Building Act 2011 (WA) and associated legislation and regulations.
* Building Code of Australia and

**19. INDEMNITY**

The Contractor shall be solely liable for and shall indemnify and hold harmless the Shire of Wiluna and its Councillors, Officers and Employees against any liability, loss, damage, claim, suit, action, demands, expense or proceedings of whatsoever nature of personal injury (which expression shall include illness) to or death of any and all persons whosoever arising out of or in the course of or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith.

The Contractor shall be solely liable for and shall indemnify and hold harmless the Shire of Wiluna and its Councillors, Officers and Employees against any liability, loss, damage, claim, suit, action, demands, expense of proceedings of whatsoever nature in respect of loss or destruction of or injury or damage to or loss of use of any and all property real or personal (including but not limited to the property of the Shire of Wiluna) arising out of or in the course of or caused by the execution of the work or obligations under this contract of any activity directly or indirectly associated therewith.

**20. AWARDS**

The Contractor is to comply with all statues and regulations and the provision of relevant industrial awards.

**21. SCOPE OF WORK**

The contractor is to inform himself fully as to the extent of works required and the prevailing conditions that may affect the execution of this contract.

**22. MULTIPLE CONTRACTORS**

Council reserves the right to award the contract or portions of the contract to one or more than one tenderer.

**23. TERMINATION**

The Shire of Wiluna reserves the right to terminate the contract with the successful tenderer at two weeks’ notice in the event of unsatisfactory performance, death or bankruptcy of the contractor.

END PART 4