



Request for Tender

RFT-07/2023
BROOKTON RAILWAY STATION REFURBISHMENT
STAGE 1 & 2

Request for Tender:	Brookton Railway Station Refurbishment Stage 1 and 2
Deadline:	3pm on 17 th July 2024
Address for Delivery:	14 White Street, Brookton, WA, 6306 tenders@brookton.wa.gov.au <i>No facsimile application will be considered.</i>
RFT Number:	07/2023

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1 Conditions of Tendering

1.1 Definitions

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

Attachments:	Documents attached to this RFT that are relevant to the Project Scope of Works.
Contractor:	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.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Refurbishment to the Brookton Railway Station Stage 1 & 2 situated on Robinson Road, Brookton provided or nominated in Part 3
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Brookton
Request OR RTF OR Request for Tender	This document.
Requirement:	The refurbishment to the Brookton Railway Station Stage 1 & 2 as detailed in the Scope of Work detailed in Attachment 001-2024 to 012-2024
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Period:	Open The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer's Offer (*complete and return this part*).

Separate Documents

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

1.3 How to Prepare Your Tender

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

1.4 Contact Persons

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

Name:	<i>Kevin D'Alton</i>
Telephone:	<i>08 9642 1106</i>
Email:	<i>kevin.dalton@brookton.wa.gov.au</i>

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made to the nominated person in Contact Person 1.4.

No requests for information or clarification to the RFT Documents will be accepted later than seven (7) days prior to the Deadline of this Request.

1.6 Prequalification Requirements

There are no pre-qualification requirements.

1.7 Tender Briefing/Site Inspection

A Tender Briefing and site tour will be held on Monday 17th June 2024 commencing at 10:00am from the Brookton Railway Station situated on Robinson Road, Brookton, WA, 6306. This Tender Briefing and Site Tour is not mandatory, however Tender applicants are advised that this meeting may be beneficial to understanding the Scope of Work.

1.8 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline. The Deadline for this request is 3pm on Wednesday 17th July 2024

A Tender is to be, before the deadline:

1. Delivered by hand in a sealed envelope, clearly endorsed with the tender number and title as shown on the front cover of this Request, to Tender Box located at 14 White Street, Brookton, WA, 6306. Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively, and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies; or
2. emailed to tenders@brookton.wa.gov.au. The Subject Line of the email containing the tender should prominently include the tender number and title as shown on the front cover of this Request. The email should contain the tender documentation in clearly titled, separate attachment(s) within the email.

Tenders submitted by Facsimile will not be accepted.

1.9 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

1.10 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.11 Acceptance of Tenders

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

1.12 Disclosure of Contract Information

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

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

1.13 Tender Validity Period

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

1.14 Precedence of Documents

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

1.15 Alternative Tenders

All Alternative Tenders must be accompanied by a conforming Tender.

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

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

Any printed "General Conditions of Contract" contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

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

1.17 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.

1.18 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.

1.19 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 (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

1.20 Selection Criteria

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

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

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

1.21 Compliance Criteria

These criteria are detailed at 4.2.1 Compliance Criteria and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each

criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

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

1.23 Value Considerations - Non-Weighted Price Criteria

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

- a) the qualitative ranking of each Tenderer;
- b) the pricing submitted by each Tenderer;
- c) Tenderers are to assume that the Evaluation Panel has no previous knowledge of the Tenderer, its activities or experience; Tenderers are to provide full details for any claims, statements or examples used to address each criterion; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

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

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

1.24 Regional Price Reference

N/A

1.25 Price Basis

Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract.

Tendered prices must include the Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include all overheads including but not limited to, delivery, unloading, transport, cleaning site and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.26 Ownership of Tenders

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

1.27 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's 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.

1.28 Identity of the Tenderer

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

1.29 Costs of Tendering

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

1.30 Tender Opening

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 14 White Street, Brookton, WA, 6306.

1.31 In House Tenders

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

2 Statement of Requirements

2.1 Introduction

The Shire of Brookton is seeking the services of a suitably qualified Licensed Builder to complete works on the Refurbishment to the Brookton Railway Station Stage 1 & 2 situated on Robinson Road, Brookton.

2.2 Background Information

The Shire of Brookton is seeking a suitably qualified contractor to complete restoration works on the Brookton Railway Station situated on Robinson Road within the Shire of Brookton as per the Scope of Works and Architectural Plans contained in Attachments 001-2024 TO 012-2024.

2.3 Definitions

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

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

2.4 Scope of Work

The contract will be a fixed price AS4902 – 2000 Design and Construct contract as modified between the parties. The contractor will be expected to comply with the relevant National Construction Code requirements and provide Engineer Certification and all required approvals under the Building Act 2011 and any other relevant legislation.

The contractor will be required to provide site supervision and management, ensure compliance with the Shire’s Work Health and Safety polices and any requirements from Worksafe, ARC Infrastructure and the Public Transport Authority (PTA)

Please refer to:

- Attachment 001-2024** – Brookton Railway Station-Architectural Documentation
- Attachment 002-2024** – Brookton Railway Station – Architectural Finishes Schedule
- Attachment 003-2024** – Brookton Railway Station – Architectural Fixtures + Fitting Schedule
- Attachment 004-2024** – Brookton Railway Station – Architectural Specifications
- Attachment 005-2024** – Brookton Railway Station – Door Hardware Schedule
- Attachment 006-2024** – Brookton Railway Station – Door Hardware Specifications
- Attachment 007-2024** – Brookton Railway Station – Energy Efficiency Report

2.5 Detailed Specification

Please refer to:

Attachment 008-024 – Brookton Railway Station – Civil Documentation

Attachment 009-2024 – Brookton Railway Station – Electrical Documentation

Attachment 010-2024 – Brookton Railway Station – Electrical Specifications

Attachment 011-2024 – Brookton Railway Station – Hydraulic Documentation

Attachment 012-2024 – Brookton Railway Station – Structural Documentation

3 General Conditions of Contract

3.1 Insurances

The following insurance policies must be current, and certificates of currency for the following must be provided prior to commencement of the contract:

<i>Type</i>	<i>Insurer – Broker</i>	<i>Policy Number</i>	<i>Value (\$)</i>	<i>Expiry Date</i>
Public Liability				
Contract Works				
Workers Compensation				
Vehicle and Equipment				

3.2 Period of Contract and Termination

Period Contract

The Contract is to be completed on supply of the requirements. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4 Special Conditions of Contract

4.1 Administrative Requirements

The Contractor is required to provide the following during the course of their contractual obligations in terms of this contract:

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

4.2 Dress Code

All Contractors must wear appropriate clothing, enclosed steel cap footwear and any safety equipment as required by the nature of the services provided. All Contractors and their employees are to always wear high visibility upper garments while working outside while within the rail reserve.

4.3 Plant, Vehicle and Equipment

The Contractor is to provide, operate and maintain the plant, vehicles and equipment necessary for the proper performance of the required service.

All plant, vehicles and equipment used in the contract shall be maintained in good working order and clean condition to the satisfaction of the Principal.

All plant and equipment must always be operated with all guards and safety devices in place with no exceptions.

The Contractor will ensure that all employees or sub-contractors will have the necessary licence or tickets as required to perform their duties.

The Contractor will ensure that hazard identification, risk assessments and risk control processes have been carried out and documented in relation to all plant and equipment.

4.4 Quality Control

The Principal shall conduct regular inspections to audit works carried out. The Contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the maintenance programme will conform with the specifications:
- Resources allocated to the service delivery will enable the specified outcomes:
- That work is carried out with the specified times.

4.5 Description of Works

The works comprise of the restoration of the Brookton Railway Station Stage 1 & Stage 2

4.6 Environmental Protection

The Contractor will ensure that all dust and noise pollution is kept to a minimum. No heavy tools or machinery will be used outside of normal business hours 07:00 to 16:30.

4.7 Site Control

The contractor shall at all times:

- Comply with the regulations and restrictions imposed by the Principal, ARC Infrastructure and the Public Transport Authority (PTA) relating to the storage of materials, the routing of traffic, the interruption of existing services and facilities and other regulations in force on the Site:
- Comply with all statutes, regulations and bylaws relating to the protection of the environment:
- Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Principle, ARC Infrastructure and the PTA.

4.8 Refuse removal

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

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

4.9 Smoking on Site

Smoking is prohibited at all times on the construction site.

4.10 Drugs and Alcohol

The Contractor will ensure that all employees and sub-contractors maintain a 0.00mg/dl alcohol reading and return a Negative result for all illicit drugs while on site. Failure to return the aforementioned results will result in the employee or sub-contractor being removed from site until they return the required result.

It is the responsibility of the Contractor to ensure that it's employees or sub-contractor report the use of prescription medication that may inhibit their ability to operate at full capacity to the Principal, ARC Infrastructure or the PTA.

4.11 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a “Safety Management Plan”. The Contractor shall prepare and develop the Safety Management Plan with a person suitably qualified and experienced in safety matters.

Prior to commencement of the works, the Contractor shall supply to the Principal in writing, it’s safety Management Plan.

4.12 Induction Training

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

Upon commencement of work on the site, the Contractor shall further ensure that all of its employees, Sub-Contractors and employees of Separate Contractors have completed an ARC Infrastructure Rail Corridor Induction. These documents must be kept on site for inspection by the Principal, ARC Infrastructure or the PTA.

4.13 Site and Public Security

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

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

4.14 Goods and Services Tax (GST)

For The purpose of this clause:

- “GST” means Goods and Services Tax applicable to any taxable supplies as determined under the GST Act
- “GST Act” means A New Tax System (Goods and Service Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Tax Goods and Services Ruling and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- “Supply” and “taxable supply” have the same meanings as in the GST Act.

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

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

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Brookton
14 White Street, Brookton, WA 6306

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 07/2024 Repair to Brookton Railway Station Refurbishment Stage 1 & 2:

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

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

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

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

Dated this day of 20.....

Signature of authorised signatory of Tenderer:

Name of authorised signatory (BLOCK LETTERS):

Position:

Telephone Number:

Authorised signatory Postal address:

Email Address:.....

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their Licenced Building Company Registration.	Yes / No
<p>c) Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i> iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i> iv) <i>Provide a summary of the number of years your organisation has been in business.</i> v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i> vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</i> vii) <i>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.</i> viii) <i>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.</i> ix) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i> x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i> xi) <i>Are you currently engaged in litigation as a result of which you may</i> 	Yes / No

Part 5 COMPLETE AND RETURN THIS PART

be liable for \$50,000 or more? If Yes please provide details.

- xii) Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.*
 - xii) Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.*
 - xiii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.*
- d) The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.

5.2.2 Qualitative Criteria

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

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

<p>A. Relevant Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>30%</p>	
<ul style="list-style-type: none"> a) <i>Provide details of similar work.</i> b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i> c) <i>Provide details of issues that arose during the project and how these were managed.</i> d) <i>Provide details of the Tenderer’s performance to timelines and budgets under any contract with the Principal in the last 5 years and the performance of each of its Related Bodies Corporate (if applicable).</i> e) <i>Demonstrate competency and proven track record of achieving outcomes.</i> f) <i>Project reference sheet.</i> 	<p>“Relevant Experience”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

Part 5 COMPLETE AND RETURN THIS PART

<p>B. Tenderer’s Resources</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer’s Resources”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>30%</p>	
<ul style="list-style-type: none"> a) <i>Plant, equipment and materials.</i> b) <i>Employees</i> c) <i>Any contingency measures or backup of resources including personnel (where applicable).</i> d) <i>WH&S Survey.</i> e) <i>Safety Record.</i> f) <i>Resources Schedule.</i> 	<p>“Tenderer’s Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources”.</p>		

<p>C. Demonstrated Understanding</p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>40%</p>	
<ul style="list-style-type: none"> a) <i>A project schedule/timeline (where applicable).</i> b) <i>The process for the delivery of the Goods/Services.</i> c) <i>Training processes (if required); and</i> d) <i>Demonstrated understanding of the Scope of Work.</i> 	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p>		

5.3 Price Information

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

5.3.1 Price Basis

Do you agree to the Fixed Price Mechanism?	Yes / No	
If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it “Price Variation Mechanism”.	“Price Variation Mechanism”	Tick if attached <input type="checkbox"/>

5.3.2 Price Schedule: Lump Sum – Services

No	Service Description	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Completion of Scheduled works, Brookton Railway Station Refurbishment Stage 1 & 2, as per specifications:			