



TENDER 02/2017-2018

EXTENSIONS TO KONDININ COMMUNITY RECREATION CENTRE

Tenders are invited and will be received until **4:00pm (WST), Friday 16th February 2018**, for the extensions to Kondinin Community Recreation Centre located at Lot 263 (No. 49) Gordon St, Kondinin, in accordance with the attached Specification, Conditions of Tender and Conditions of Contract.

The tender documents shall be completed in full and bear the signature of an authorised officer.

Lodgement of the tender documents is the responsibility of the Tenderer. The Shire of Kondinin cannot, and will not accept any responsibility in this regard.

Copies of this document are available for people with specific requirements upon request.

John M Read
CHIEF EXECUTIVE OFFICER



Shire of Kondinin

TENDER NO 2/2017-2018

REQUEST FOR TENDER

EXTENSIONS TO KONDININ COMMUNITY RECREATION CENTRE

FURTHER ASSISTANCE REGARDING THIS REQUIREMENT MAY BE OBTAINED FROM:

TENDER ENQUIRIES: Ian Holland
Executive and Technical Support Officer
Tel: 9889 1006
Email: eso@kondinin.wa.gov.au

CLOSING TIME AND DATE

4:00pm (WST)
Friday 16th February 2018

LODGEMENT OF TENDERS

Submissions should be enclosed in a plain envelope endorsed with the tender name and number, and delivered to:

**Shire of Kondinin
11 Gordon St
Kondinin WA 6367**

Submissions are to be placed in the Tender Box at the above address by the closing time and date.

Late Tenders will **not** be accepted.

No facsimile or e-mail Tenders will be accepted.

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PART 1 – SHIRE’S REQUEST, TERMS AND CONDITIONS

1.1 REQUEST FOR TENDER

1.1.1 Objectives

The Shire is calling for Tenders from suitably qualified and experienced contractor for the extensions to Kondinin Community Recreation Centre located at Lot 263 (No. 49) Gordon Street, Kondinin. A full statement of the services required under the proposed contract appears in Part 2 - General Conditions of Contract and Specifications.

1.1.2 Proposed Tender Indicative Timetable

Date	Details
17 January 2018	Request for Tender (RFT) advertised
30 January 2018	Site visit at 11am at Kondinin Community Recreation Centre
16 February 2018	Tenders Close at 4.00pm (WST)
February 2018	Formal Evaluation
March 2018	Council Decision to Award the Tender
March 2018	Notify Preferred Tenderer
March 2018	Notify Unsuccessful Tenderers

The Shire may, by written notice to Tenderers, alter this proposed timetable.

1.1.3 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 of the Selection Criteria.
- e) Lodge your Tender before the Deadline.

1.1.4 Contact Person

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

Ian Holland
Executive and Technical Support Officer
Tel: 9889 1006
Email: eso@kondinin.wa.gov.au

1.2 TERMS AND CONDITIONS OF THE REQUEST FOR TENDER

1.2.1 Scope

Tenders will be received by the Shire for the provision of services and/or goods as outlined in the Tender Documents up to the specified closing time and date, at the address specified in the Tender document.

1.2.2 Definitions

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

Attachments:	The documents you attach as part of your Tender;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Shire, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 2;
Offer:	Your offer to be selected to supply the Requirements;
Shire:	The Shire of Kondinin
Shire's Representative (Officer)	The Chief Executive Officer or nominated representative
Request:	This document;
Requirements:	The goods and/or services requested by the Shire;
Selection Criteria:	The criteria used by the Shire in evaluating your Tender;
Specification:	The statement of Requirements that the Shire 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 Shire.

1.2.3 Selection Criteria

The prime consideration in the evaluation of tenders received is to be the tender that clearly demonstrates an understanding of the task and represents the best value for money in the Shire's opinion. A weighted criteria selection system will be used as part of the tender assessment process.

Therefore, 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.

Responses will be assessed based on the quality of referees and demonstrated skills and experience relevant to the selection criteria. All information requested in this RFT, any relevant additional information provided/available to the Shire in response to this RFT, will be taken into consideration.

A scoring system will be used as part of the assessment of the selection criteria. Unless otherwise stated, a response to one of these criteria, which provides all the information requested, will be assessed as satisfactory and will, in the first instance, attract an average score. The extent to which the response demonstrates greater or lesser satisfaction of each of these criteria will result in a score greater or less than average. The aggregate score of each response will be used in assessing the applicants.

Please ensure that all the Selection Criteria are addressed in your Submission.

Failure to adequately address all the criteria may result in your offer being eliminated from further consideration.

1.2.4 Tendered Prices

Unless otherwise indicated, prices Tendered shall include all applicable levies, duties, taxes and charges applicable at the time of Tendering/quoting. Any charge not stated in the Tender as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

1.2.5 Tenderers to Inform Themselves and Sub-Contractors

Tenderers shall be deemed to have:

- a) examined carefully and to have acquired actual knowledge of the contents of all documents for the purpose of Tendering;
- b) obtained and properly examined all information relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was obtainable by the making of reasonable enquiries;
- c) satisfied itself as to the correctness and sufficiency of its Tender and that the proposed Contract Price covers the cost of complying with all its obligations; and
- d) acknowledged that the Shire may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

Failure by the Tenderer to have done all or any of the foregoing shall not relieve the successful Tenderer of its obligations to perform the proposed Contract in accordance with the terms of the proposed Contract.

The Tenderer shall supply all or any part specified of the following information within five (5) working days upon request from the Shire:

- a) proof of financial capacity - i.e.:- profit and loss, audited balance sheet of current financial year;
- b) documented evidence of the organisation/company structure detailing all legal entities and responsible officers of the organisation relevant to this Tender; and
- c) a list of equipment intended for use in the maintenance of this Tender with the relevant technical Specifications showing proof of compliance with the technical requirements of the Tender.

1.2.6 Identity of the Tenderer

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

1.2.7 Tender Documents

The Tender Documents shall be these Conditions of Tender, the Invitation to Tender, the Form of Tender, the Tender Specifications, the Schedule of Rates and Schedule of Prices (if any), the Tender Questionnaire, the Draft Agreement (if applicable) and any drawings or written statements required by such documents to be submitted by the Tenderer and the Form of Tender provided herewith to be completed by the Tenderer.

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

The Shire shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

1.2.8 Lodgement of Tenders

Tenders shall be delivered to the Shire of Kondinin, 11 Gordon Street, Kondinin, or posted to the Chief Executive Officer, Shire of Kondinin, PO Box 7, Kondinin 6367. The Tenderer shall submit the original Form of Tender and completed schedules and any drawings, written statements or other information required to be submitted, duly signed and in a sealed package clearly endorsed with the specified tender name and number.

a) Tender Closing Time

At the time of closing only those Tenders received at the Council Office will be regarded as having been received on time. Tenders that are mailed to the Shire will be dated and time stamped when received. However, the Shire will accept no responsibility in the event that the Tender is not received at the time the Tenders close.

Tenders submitted by facsimile or email will not be accepted.

b) Tender Opening

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Shire's office, following the advertised Deadline. No discussions will be entered into between Tenderers and the Shire's Officers present or otherwise, concerning the Tenders submitted.

c) Informal Tenders

Any Tender which does not comply with the requirements of the specification or of these Conditions of Tendering or which contains any provisions not required by the Tender documents may be rejected.

d) 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 Shire either wholly or in part. The Shire is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

The Tender documents together with the acceptance of the Tender shall constitute the contract between the Shire and the successful Tenderer.

The Tenderer agrees that the Tender will remain open for acceptance for a minimum period of thirty (30) days after the closing date for Tenders or fifteen (15) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Shire and the Tenderer in writing, notwithstanding that there may have been negotiations in

respect of any tender in the meantime. A Tenderer may withdraw his tender at any time after the expiration of thirty (30) days from the date of closing tenders, but shall not withdraw his tender prior to the expiration of such period.

e) Disclosure of contract information

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

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

f) Alternative Tenders

Alternative Tenders will not be accepted.

g) Canvassing of Elected Members or Council Officers

If a Tenderer, whether personally or by an agent, canvasses any of the Shire's Council Members with a view to influencing the acceptance of any Tender made by it or any other Tender, then regardless of such canvassing having any influence on the acceptance of such Tender, the Shire may at its absolute discretion omit the Tender from consideration.

1.2.9 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.

1.2.10 Tenderer's Responsibility

The Tenderer will in accordance with this Tender:

- a) comply with all obligations as directed by the Shire under this Tender.
- b) ensure all invoices are completed correctly as specified in the Tender.

1.2.11 Shire's Responsibility

The Shire will in accordance with the Tender ensure that all relevant information is supplied to the Tenderer.

1.2.12 Items Supplied by the Tenderer

The Tenderer shall supply services and/or products for the proper performance of this Tender at costs stated in the tender documents. The prices and charges shall remain fixed for the duration of the Tender. The Shire expects that the Tenderer will provide a volume discount.

1.2.13 Variations

The Tenderer shall not vary the work under this Tender unless directed in writing by the Shire. The Shire may request the Tenderer to give a detailed quotation of the proposed variation supported by evidence of cost.

Any costs or charges payable in respect of any variation shall be agreed upon by the Shire.

If the Shire agrees to the variation, prices will be based on the rates usually charged by the Tenderer under this Tender. If variations are requested for the convenience of the Tenderer, the variation may be granted at no extra time nor cost to the Shire.

1.2.14 Extension of Time

If an extension of time to lodge a tender is granted, the extension shall apply to all Tenderers who will be advised of the new closing time and date. Tenders lodged within the original time shall be retained unopened or returned on request.

The Shire, in its absolute discretion, may grant or refuse any application for an extension of time.

1.2.15 Document Discrepancy

If either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out this Tender, the Tenderer shall give written notice. The Shire shall direct the Tenderer as to the interpretation. If any such direction causes the Tenderer to incur more or less cost, the difference shall be assessed by the Shire and added to or deducted from the Tender sum.

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.

1.2.16 Confidentiality

The documents supplied to the Tenderer for the purposes of carrying out the works shall remain the property of the Shire and returned to the Shire on demand. The Tenderer shall not make public or disclose or discuss to any person other than a Sub-Contractor to enable it to perform the obligations under this Tender any confidential information relating to this Tender.

Confidential information relates to any information obtained by them or to which they have obtained or may obtain access in the course of performance of duties under the Tender or otherwise.

The documents provided to the Tenderer shall not be used, copied or reproduced for any purpose other than to perform the obligations under this Tender.

1.2.17 Occupational Safety and Health

All Tenderers shall ensure that they, their plant, equipment and personnel comply with the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996 and any amendments thereafter.

1.2.18 Disability Access and Inclusion Plan

It is a requirement of the Disability Services Act that public authorities must take all practical measures to ensure that the DAIP is implemented by its officers, employees, agents and contractors.

1.2.19 Indemnity

The Tenderer shall indemnify and keep indemnified the Shire against:

- a) any liability under the Workers' Compensation and Rehabilitation Act 1981 and its subsequent amendments;
- b) any other law in force or which during the term of this Contract may come into force, under which any person is entitled to claim or sue for compensation or recover any damages from the Shire.

1.2.20 Insurance

Before signing any Contract the Tenderer must produce and deposit with the Shire such insurance as requested by the Shire, which will include Professional Indemnity, Third Party and the Public Liability Insurance Policy to cover the liability of the Tenderer during the period of this Tender. The insurance will need to be in a form and an insurer approved by the Shire and at the Tenderer's expense.

1.2.21 Protection of People and Property

Necessary measures will be taken by the Tenderer to protect people and property. If the Tenderer damages property the damage shall be promptly rectified and pay any compensation which the law requires. The Shire may have the obligation performed by others if the Tenderer fails to comply with the obligation under this clause after receiving written notice from the Shire. The cost incurred shall be monies due from the Tenderer.

1.2.22 Termination

The Tenderer will be in breach under any Contract entered into if it fails to perform or observe any obligations or undertaking to be performed or observed on its part under this Tender.

If the Tenderer commits a substantial breach of the Tender the Shire may give written notification specifying the relevant default. Where the default is capable of being remedied, such commencement will take place twenty-four (24) hours of receiving notification from the Shire.

Where the Tenderer fails to respond without delay after receiving notification or where the default is not capable of being remedied and the Tenderer has not claimed an extension of time, or if the Shire has determined an extension of time is not justified, the Shire may by notice in writing require the Tenderer to show cause, to the satisfaction of the Shire, why the whole of this Tender, or any part of it that has been specified in the notice, should not be terminated by the Shire pursuant to this clause.

1.2.23 Goods and Services Tax / ABN Quotation

All Tenderers shall ensure that they comply with the Goods and Services taxation demands. The Shire has clear views on the requirements of suppliers to simplify processing. Briefly, these are:

- a) All suppliers should be registered for GST/ABN purposes;
- b) Suppliers' invoices must meet ATO standards for "Tax Invoices";
- c) GST is to be shown on invoices as a separate amount; and
- d) Items that are GST exempt are to be clearly marked as such.

In order to ensure that the Shire is in a position to fully comply with the tax demands, it is a prerequisite that the Tenderer must be able to quote an ABN or show that the number has been applied for.

The Shire will not have any transactions with companies who cannot provide this.

1.2.24 Intellectual Property & Commercially Sensitive Material

Tenderers must state details of any intellectual property held which would be used in performing the proposed contract. This should include an identifying description of the property and the terms on which it is held.

1.2.25 Value for Money Policy

Value for money is a key Council policy objective to ensure that when purchasing goods or services, the Shire achieves the best possible outcome for every dollar spent by assessing the costs and benefits to the Shire and the community, rather than simply selecting the lowest price offered.

In assessing the costs and benefits to the Shire and the community, "Buy Local" Policy considerations are also taken into account.

1.2.26 Lodgement of a Tender by the Shire

The Shire will not be submitting a tender for the provision of services or goods as

outlined in the Tender Documents.

1.2.27 Conflict of Interest

Tenderers are required to disclose any information, which might be relevant to an actual or potential conflict of interest. The existence of or failure to declare such a conflict of interest will entitle the Shire to terminate the Tenderer's offer.

1.2.28 Limitations to Liability

- a) The Shire reserves the right, without advance notice, without explanation and for any cause whatsoever:
 - i) not to proceed with this Tender; and
 - ii) to change the terms and procedures relating to this Tender and selection of the successful Tenderer.
- b) The Shire will not reimburse a Tenderer for any costs directly or indirectly incurred by that Tenderer in connection with this Tender.
- c) The Shire does not warrant to a Tenderer the accuracy or reliability of any of the contents of this Tender document or any other document provided by the Shire, its employees, agents or advisers to a Tenderer in conjunction with this Tender.
- d) No responsibility (including responsibility by reason of negligence) is assumed by the Shire, its servants, agents or advisers in respect of the contents of, or omissions from, any document provided by the Shire to a Tenderer in connection with this Tender. Each Tenderer must make its own independent enquiries concerning all matters relevant to its Tender.
- e) Before the issue of this Tender document, meetings conversations and other contacts may have occurred between the Tenderer and the Shire. These meetings, conversations and contacts will not form the basis of this Tender Document and varied by issue of Addenda.

PART 2 –GENERAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

2.1 GENERAL CONDITIONS OF CONTRACT

2.1.1 Background

The Kondinin Community Recreation Centre (also known as Kondinin Country Club) was constructed in 1977 and since this time has undergone minimal structural or cosmetic changes. Over the last 40 years the Kondinin Community Recreation has served as a joint recreation centre and club rooms for the Kondinin Hockey Club (amalgamated with Kulin in 2015); the Kondinin Football Club (amalgamated with Kulin in 2005); the Kondinin Cricket Club (amalgamated in 2010); the Kondinin Tennis Club, the Kondinin Bowls Club and the Kondinin Netball Club. All these six clubs remain affiliated with the Kondinin Community Recreation Centre and pay yearly affiliation fees to the Kondinin Community Recreation Council who manages the Centre. Since first constructed, the Kondinin Community Recreation Centre has continued to provide a sporting club for the Kondinin community and provide a licensed venue for various functions and events.

In recent years it has become apparent that the Kondinin Community Recreation Centre is in need of upgrading and enlarging to meet current needs. In particular the three sporting clubs listed above who have amalgamated now all require a larger socialising space and adequate toilets and showers for after games that comply with current standards.

The Kondinin Community Recreation Centre is located on Lot 263 (No. 49) Gordon Street, Kondinin within reserve 16731 for the purpose of recreation. The Shire of Kondinin is the primary interest holder of the land. The subject lot comprises the Kondinin Community Recreation Centre, the Kondinin Pavilion and surrounding sporting fields and hard courts and associated infrastructure. The Kondinin Community Recreation Centre and surrounds is currently managed through a lease agreement between the Shire of Kondinin (lessor) and the Kondinin Community Recreation Council (lessee). This is a 20 year lease that expires in 2033.

The Shire of Kondinin was fortunate to receive grant money from the Department of Sport and Recreation and the Wheatbelt Development Commission to leverage funding from the Shire of Kondinin and the Kondinin Community Recreation Council to undertake the extensions to the Kondinin Community Recreation Centre.

The key elements of the extension comprise:

- The enclosure of the existing northern and southern verandah areas to create a larger internal multi-purpose area (increased by 80m²);
- The creation of permanent shaded canopies on the northern and southern elevations;
- A new main accessible entrance with a shaded canopy on the eastern elevation;
- A five metre extension to the western boundary to upgrade and extend the sport storage area and the kitchen areas and to upgrade and extend the ladies toilet and change rooms;
- Upgrades to the men's toilets and change rooms;
- Creation of a dedicated unisex disability toilet and change room;
- A new roof structure; and
- A formalised service access and screened service yard.

2.1.2 The Engagement

The Contract shall –

- a) have regard to the following:
 - i. AS 4120 - Code of tendering;
 - ii. AS 2124 - General conditions of contract;
 - iii. Code of Practice for the WA Building and Construction Industry;
 - iv. Code of Practice specified in the Letter of Engagement (if any);
 - v. Shire of Kondinin Tendering Policy;
 - vi. Structural Engineering Plans – (1.16.44739-0-49GordonKondi);
 - vii. Letter from Department of Fire and Emergency Services – 402616-1-1-A2C)
 - viii. ACROD Parking Plans
 - ix. Appendix A – Alpha Zeta Electrical Services Specifications
 - x. Appendix B – Alpha Zeta Hydraulic Services Specifications
 - xi. Appendix C – Alpha Zeta Mechanical Services Specifications
 - xii. Appendix D – Architectural Design Hardware
 - xiii. Appendix E – Shire of Kondinin Planning Approval
 - xiv. Appendix F- Rosalie Pech Eva Architects Schedule of Materials and Finishes
 - xv. Appendix G - Rosalie Pech Eva Architects Schedule of Fixtures, Fittings and Equipment
 - xvi. Certificate of Design Compliance – BA3 – CDC (11 January 2018)
 - xvii. Canopy Combustible Materials Statement dated 17 March 2017
 - xviii. Alpha Zeta Combined Electrical Services Plan
 - xix. Alpha Zeta Hydraulic Services Plan
 - xx. Alpha Zeta Mechanical Services Plan
 - xxi. Disability Access Letter dated 13 April 2017
 - xxii. Energy Efficiency Report Certification
 - xxiii. Kondinin CRC – As Constructed Drawings
 - xxiv. Rosalie Pech Eva Architects KCRC Architectural Certified Drawings
 - xxv. Rosalie Pech Eva Architects KCRC Certified Specifications
 - xxvi. Soil Report_S868595C_Structerre_site report_certification
 - xxvii. Any Special Conditions of Engagement.
- b) commence on the date specified in the Letter of Engagement;
- c) be governed by and construed with reference to the laws for the time being in force in the State of Western Australia; and
- d) be constituted by –
 - i) the Shire’s invitation to submit a proposal;

- ii) the Contractor's proposal;
- iii) the Letter of Engagement;
- iv) these General Conditions;
- v) the Brief (if any); and
- vi) any other documents listed in the Tender document.

2.1.3 Status of Contractor

The Contractor is an independent professional person or persons, corporation or corporations, under the contract and is not for any purpose a partner, joint venture, servant, agent or employee of the Shire of Kondinin.

The Contractor must be a licensed builder with the WA Building and Construction Industry.

2.1.4 Notices

a) Address

Where any notice, direction, request or other communication is to be given in writing pursuant to this Contract, service thereof shall be affected by its delivery by hand or facsimile or email or being sent by prepaid post as follows:

- i) If given by the Contractor, signed by the Contractor and addressed to the Shire at the address set out in Part A - Annexure to the Australian Standard General conditions of Contract as the address for service of the Shire or as otherwise notified in writing by the Shire
- ii) If given by the Shire, signed by the Shire and addressed to the Contractor at the address set out in the Tender as the address for service of the Contractor or as otherwise notified in writing by the Contractor.

b) Service of Notices

Service of any notice, direction, request or other communication pursuant to Clause 2.1.4 shall be deemed to have been given or made when –

- i) delivered by hand, at the time of the delivery;
- ii) posted as provided under Clause 2.1.4, two (2) working days after the posting of the notice, direction, request or other communication; or
- iii) delivered by facsimile transmission, on production of a transmission report by the machine from which the notice was sent indicating that the notice was sent by facsimile was received in its entirety at the recipient's facsimile number.
- iv) delivered by email.

2.1.5 Transfer or Assignment

The Contractor shall not, without the prior written approval of the Shire, which approval shall not be unreasonably withheld and then only on such terms and conditions as notified in writing by the Shire, transfer, assign, mortgage, charge or encumber all or any part of the work under the Contract or any benefit or moneys or interest thereunder.

The Shire shall not, without the prior written approval of the Contractor which approval shall not be unreasonably withheld, transfer or assign all or any part or any of the rights or obligations of the Shire under the Contract or any benefit or interest

thereunder.

For the purposes of Clause 2.1.5, in considering whether a party may have unreasonably withheld its consent, regard shall be had to –

- a) whether the person to whom a party proposes to transfer or assign any of its rights or obligations under the Contract is –
 - i) a Sub-Contractor;
 - ii) a reputable and solvent person who is able to meet the obligations proposed to be transferred or assigned;
 - iii) has agreed to enter into a contract on terms and conditions identical with those contained in this Contract; or
- b) whether the intending assignor or transferor agrees to guarantee the performance by the intending assignee or transferee of the obligations under the Contract to be assigned or transferred on terms and conditions reasonably acceptable to the other party to the Contract; or
- c) whether the Contractor proposes to mortgage, charge or encumber all or any part of the work under the Contract and whether the proposed mortgage, charge or encumbrance is to be made in the ordinary course of business of the Contractor.

2.1.6 Engagement of Sub-Contractors

During the term of the Contract with the Shire, the Contractor agrees not to sublet any part of the Services without prior written approval from the Shire and such approval shall not be unreasonably withheld.

Any approval given to the Contractor by the Shire to engage a Sub-Contractor to provide any part of the Services shall not relieve the Contractor from any of the Contractor's liabilities or obligations under the Contract. The Contractor shall be responsible to the Shire for the work of the Sub-Contractor or any employee or agent of the Sub-Contractor.

2.1.7 Variations

The Shire may, by written notice to the Contractor, direct the Contractor to vary the scope of the Services and the Contractor shall be bound to comply with that direction.

Any variation in the fee payable to the Contractor as a consequence of a direction issued by the Shire under this Clause shall be agreed between the Shire and the Contractor.

Where the parties fail to agree, the provisions of Clause 2.1.16 shall apply.

2.1.8 Termination, Suspension and Deferment of the Contract

a) Termination

The Contract may be terminated at any time by mutual agreement between the Shire and the Contractor or by either party giving reasonable notice in writing to the other party.

Termination shall be without prejudice to any claim either party may have against the other party arising from any such breach of the Contract or any act, default or omission (including negligence) prior to the date of termination.

Upon termination, and fee settlement under Clause 2.1.8, the Contractor shall deliver to the Shire all documents produced by the Contractor up to the date of termination regardless of their stage of completion without any liability in respect of any incomplete documents.

b) Fee Entitlement Upon Termination

If the Shire terminates the Contract for any reason other than the default of the Contractor, or if the Contractor terminates the Contract as a result of a default by the Shire, then the Shire shall pay to the Contractor a fair and reasonable fee for the Services provided up to and including the date of termination together with reimbursement for any costs and expenses reasonably incurred by the Contractor in contemplation of its providing the Services.

If the Shire terminates the Contract as a result of a default of the Contractor or the Contractor terminates the Contract for any reason other than a default of the Shire, the Contractor shall be liable for any extra costs reasonably incurred by the Shire in obtaining completion of that part of the Services which remain incomplete as at the date of termination.

c) Change in Constitution of Contractor or Shire

Where the financial position of the Contractor materially changes or where the Contractor, being a partnership, company, consortium or other composite body, undergoes a change in its structure which shall, in the reasonable opinion of the Shire, limit the capacity of the Contractor to provide the Services, or precludes the Contractor from providing the Services in accordance with the Contract, the Shire may terminate the Contract.

Where the financial position of the Shire materially changes or where the Shire undergoes a change in its structure which in the reasonable opinion of the Contractor limits the capacity of the Shire to perform or precludes the Shire from meeting its obligations under the Contract, the Contractor may terminate the Contract.

d) Suspension, Deferral and Recommencement

The Shire may at any time by written notice to the Contractor, suspend or defer the provision of all or any part of the Services. The Contractor shall be entitled to all fees, costs and expenses, agreed in advance, to be paid due to any deferral, suspension or recommencement.

Where no fees or expenses have been agreed in advance, the Contractor shall be entitled to be paid all fees, extra costs and expenses reasonably incurred by the Contractor as a consequence of the deferral, suspension or recommencement.

2.1.9 Intellectual Property and Documents

a) Ownership

Title to all Intellectual Property, patents and documents created under the Contract shall vest on creation, or be vested jointly in the Shire.

Unless otherwise instructed by the Shire, all manuals, drawings, computer programs and any other documents supplied by the Shire to the Contractor for guidance or reproduction during the course of the Contract shall be returned to the Shire by the Contractor upon termination or completion of the Contract.

b) Warranty and Indemnity

The Contractor warrants that any Intellectual Property supplied by the Contractor and embodied in or used in connection with the Services is the sole property of the Contractor or the Contractor is legally entitled to use the Intellectual Property for the provision of the Services.

The Contractor shall indemnify and at all times keep indemnified and hold harmless the Shire against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and

costs or expenses associated therein –

- i) under Part VII of the Copyright Act 1968 or Part XIV of the Patents Act 1990 in respect of the use or exercise of any letter patent or copyright; or
- ii) for any infringement or alleged infringement of letters patent, trademark, design, copyright or other protected rights in respect of any equipment, software, machinery, plant, material or thing, system or method of fixing or using or arrangement used or fixed or supplied by the Contractor (hereinafter collectively referred to as “the equipment”) but such indemnity shall not cover any use of any of the equipment otherwise than in accordance with the Contract.

c) Intellectual Property in Material Supplied by the Shire

Intellectual Property in all manuals, drawings, computer programs and other information supplied to the Contractor by the Shire for guidance or reproduction in relation to the Services remains vested in the Shire and the State Government of Western Australia (if applicable).

2.1.10 Responsibilities and Obligations of the Contractor

The Contractor acknowledges that the Shire shall rely on the Contractor to provide the Services with due skill, care and diligence.

The Contractor shall –

- a) provide in a reasonable time, all professional advice and skills which are required for the provision of the Services under the Contract;
- b) remain fully responsible for all Services provided by the Contractor irrespective of any review or acceptance of those Services by the Shire;
- c) be liable for loss or damage suffered by the Shire as a result of any negligent act, error, omission or statement by the Contractor or the Contractor’s employees, agents or Sub-Contractors;
- d) employ staff with qualifications and experience appropriate to the provision of the Services or component part of the Services;
- e) promptly inform the Shire in writing if any information or any document provided or caused to be provided to the Contractor by the Shire is found to be inadequate to enable the Contractor to properly provide the Services or is found to contain any material inaccuracies; and
- f) if required by the Shire, maintain back-up copies of all documents in a separate and secure location, which if agreed, shall be at the Shire’s expense.

2.1.11 Conflict of Interest

The Contractor shall notify the Shire of any matter which may give rise to an actual or potential or perceived conflict of interest between the Shire and the Contractor during the term of the Contract. This information shall be treated by the Shire as confidential.

2.1.12 Confidentiality and Publicity

If the Contractor wishes to submit for publication in journals, exhibitions or entry for awards any work produced by the Contractor in providing the Services to the Shire, the Contractor shall obtain prior approval in principle and then obtain final written approval from the Shire by submitting, for a decision, a final copy of the material proposed to be published. Such approval shall not be unreasonably withheld. The material shall identify and if requested by the Shire, acknowledge the Shire.

Should the Shire publicise the project, the Shire shall acknowledge the contribution made by the Contractor unless such acknowledgment is impracticable or unreasonable in which case the Contractor shall be advised accordingly.

2.1.13 Directions by the Shire

The Shire shall give or cause to be given to the Contractor in writing timely directions, instructions, decisions and information sufficient to define the Services required and facilitate the provision of the Services by the Contractor.

Unless the Contract provides otherwise, the Shire may give any direction to the Contractor in writing or orally, and if given orally it shall be confirmed in writing to the Contractor as soon as practicable after the direction is given.

2.1.14 Shire's and Contractor's Representatives

a) Shire's Representative

The Shire may appoint a Shire's Representative to exercise the duties directions and powers vested in the Shire under the Contract.

The appointment of a Shire's Representative shall not prevent the exercise of any duty, direction or power by the Shire and the Shire may, at any time, cancel the appointment and nominate another person as the Shire's Representative by giving written notice to the Contractor.

b) Contractor's Representative

The Contractor shall appoint a Contractor's Representative to be the first point of contact with the Shire. The Contractor's Representative shall be nominated in Schedule A. The Contractor may, with the prior written approval of the Shire, which approval shall not be unreasonably withheld, cancel the appointment and shall nominate another Contractor's Representative.

2.1.15 Services and Duties

a) Program

The Contractor shall also submit a program for the delivery of the Services to meet the completion date or dates stated in the tender document.

The program shall be in a form appropriate to the project, and acceptable to the Shire and shall:

- i) indicate the interdependencies of each component part of the Services;
- ii) allow appropriate periods for the review by the Shire of Documents to be produced by the Contractor;
- iii) clearly indicate any allowances made in the program for the provision of the Services or any component parts of the Services outside the Contractor's control; and
- iv) include a separate time line for each discrete component of the Services and a completion date for each of those components.

During the Contract, the Contractor shall progressively make the necessary adjustments to the program to ensure completion date is achieved. If the Contractor at any time believes that the Contractor may be unable to meet the completion date for any reason, the Contractor shall notify the Shire in writing and state the remedial action necessary to achieve the completion date.

If the Shire considers that the Contractor may not meet the completion date, it may notify the Contractor and require the Contractor to notify within a reasonable time specified in the notice what remedial action (if any) the Contractor proposes to take to ensure that the relevant completion date is

met.

The Contractor shall submit reports to the Shire in an agreed format and at agreed intervals as to the progress of the Services. The Contractor shall attend progress review and co-ordination meetings in accordance with the requirements of the Shire and at a location specified by the Shire and shall attend any other meetings which are desirable to ensure the proper and effective provision of the Services by the Contractor.

The Shire may direct the Contractor to deviate from the current program provided by the Contractor. The Contractor shall be entitled to recover any extra costs and expenses incurred by it as a consequence of any deviation directed by the Shire under Clause 2.1.15(a) only if the deviation is required for the convenience of the Shire or the deviation is due to a cause outside the reasonable control of the Contractor.

b) Compliance with Laws

The Contractor shall take due care that all documents comply with all relevant Laws and shall, as far as practicable, obtain all necessary approvals necessary for the project or that part of the project to which the Services relate to be provided by the Contractor under this Contract.

The Contractor shall promptly notify the Shire in writing should the requirements of the Project or that part of the Project to which these Services relate conflict with any laws or if any necessary approvals have not been obtained.

The obligations under Clause 2.1.15(b) shall not apply if a failure to obtain a necessary approval is due to an act, default or omission on the part of the Shire or the Shire's Representative.

c) Checking, Signing and Certification

All Documents, Drawings and Specifications prepared by or on behalf of the Contractor in the course of providing the Services shall be certified by the Contractor's Representative as having been prepared by staff with appropriate qualifications and experience and as having been checked and approved for accuracy, in compliance with relevant Laws, meeting the requirements of the Brief and proper co-ordination with related documents.

The Contractor shall co-ordinate all Documents provided or to be provided by a Specialist Contractor, with Documents generated by the Contractor under the Contract.

The Contractor shall take due care that the standard documents are appropriate for their proposed use.

d) Corrections

Notwithstanding any reviews, approvals or directions undertaken or given by the Shire with respect to documents prepared under this Contract, any error, ambiguity or deficiency which subsequently becomes apparent and is referred to the Contractor for correction or clarification, shall be corrected or clarified by the Contractor to the satisfaction of the Shire in a timely manner.

The Contractor shall be entitled to an additional fee only where the correction or clarification arises from an act, default or omission of the Shire or from a matter which is beyond the control of the Contractor and which could not reasonably have been anticipated by the Contractor.

e) Project Cost Control

If the Services include the Contractor undertaking responsibility for cost control, the Contractor shall employ appropriate cost control techniques and follow the forms and procedures which are acceptable to the Shire to ensure that Project Cost Limitations (if any) as stated in the Tender are not exceeded. Where, during the course of the provision of the Services, circumstances arise which may result in Project Cost Limitations being exceeded, the Contractor shall promptly notify the Shire in writing and recommend remedial action for the Shire's determination.

Where the lowest acceptable construction tender exceeds the Project Cost Limitations, the Contractor shall review the relevant documents, notify the Shire of the reasons for the excess and recommend remedial action for the Shire's determination.

The Contractor shall, on written request by the Shire, amend the documents to achieve Project Cost Limitations. The Contractor shall be entitled to an additional fee only where the amendment arises from an act, default or omission of the Shire or from a matter which is beyond the control of the Contractor and not have reasonably been foreseen by the Contractor.

f) Review of Work by Others

Where the Contractor is required to take over or develop work provided by or on behalf of the Shire, it shall review that work and notify the Shire in writing whether –

- i) the work is satisfactory for use by the Contractor as to form and content; or
- ii) it is necessary for the Contractor to remedy deficiencies in the work before the work may be used for its intended purpose and shall specify the deficiencies and the remedial work necessary.

If the Contractor provides a written notice under Clause 212.15(b) and the Shire directs the Contractor to undertake remedial work then the remedial work undertaken by the Contractor shall be valued as though a variation under Clause 7.

If the Contractor does not notify the Shire under Clause 2.1.15(g) within a reasonable time of receiving the work from the Shire, the work shall be deemed to be accepted by the Contractor.

2.1.16 Settlement of Disputes

a) Continuation of Work During Disputes

Notwithstanding the existence of a dispute, the Contractor shall at all times continue to fulfil all obligations under the Contract and comply with all directions given to the Contractor by the Shire in accordance with the provisions of the Contract.

b) Procedures for Resolution of Disputes

If a dispute of difference between the Contractor and the Shire arises out of or in connection with the Contract, either party shall deliver by and/or serve by certified mail to the other party a notice in writing adequately identifying and providing details of the dispute.

If the parties fail to resolve the dispute or difference within seven (7) days after receipt by the other party of the notice, each party shall within a further seven (7) days nominate a senior representative to meet at a mutually convenient location.

If the representatives are unable to resolve the dispute to the mutual satisfaction of the parties within seven (7) days after the commencement of the meeting of the representatives, then subject to the next paragraph, either party shall have the right to pursue the resolution of the dispute or difference by arbitration.

If within the seven (7) day period following the commencement of the meeting of the representatives –

- i) the representatives are unable to resolve the dispute; and
- ii) the representatives agree that the resolution of the dispute or difference may best be resolved by the person nominated in Schedule A or some other person appropriately qualified agreed between the representatives;

then the representatives shall cause a resolution to that effect signed by each of the representatives to be sent to the parties to this agreement and the execution of that notice shall constitute a binding agreement by each of the parties not to proceed to arbitration with respect to the dispute or difference until the publication of a finding by the person so nominated by the representatives.

The submission of the dispute to the nominated person shall be in writing and shall be accompanied by detailed particulars of the matter at issue.

If either the Shire or the Contractor is dissatisfied with the decision of the nominated person, then either may refer the matter to arbitration by an Arbitrator appointed by the person specified in Schedule A but, if the nominated person has given a written decision, referral to arbitration shall be barred unless the referral is received by the other party or delivered to the other party seeking the referral within seven (7) days after the decision of the nominated person was given.

Compliance by the parties with the procedures of Clause 2.1.16 is a condition precedent either party being entitled to pursue any subsequent relief or remedy.

Moneys due and payable by the Shire to the Contractor for Services shall not be withheld because of the existence of a dispute but the Shire may, pending resolution of the dispute, withhold payment of moneys in respect of the matter that is the subject of the dispute.

2.1.17 Fee and Payment

a) Payment

The fee payable to the Contractor under the Contract shall be paid in five (5) progress payments.

The progress payment shall be subject to ten (10) per cent retention. Fifty (50) per cent of the retention monies shall be paid by the Shire to the Contractor upon Practical Completion with the remaining fifty (50) per cent paid within 30 days from the expiry of the defects liability period.

The Contractor shall submit to the Shire a Tax Invoice on completion of each stage of works as specified in this tender.

The making of a payment by the Shire under Clause 2.1.17 shall not constitute an admission by the Shire that the Services provided by the Contractor conform to the requirements of the Contract.

Unless otherwise provided for in the Contract, the fee and associated

disbursements and expenses shall constitute the Contractor's sole remuneration for the Services and shall be deemed to include familiarisation and compliance with all the requirements, standards, procedures and instructions of the Shire.

b) Goods and Services Tax

The Shire, being registered under the GST Act and the holder of Australian Business Number (ABN) 46617706610, is entitled to claim an Input Tax Credit for each Taxable Supply acquired by it from the Contractor, the right to claim such an Input Tax Credit being expressly reserved by this clause.

2.1.18 Payment Terms

Payment will be thirty (30) days from the receipt of a Tax Invoice.

2.1.19 Insurance

a) Professional Indemnity

The Contractor shall effect and maintain a professional indemnity insurance policy for the currency of the Contract for an amount mutually agreed and not less than that stated in the Tender. The policy shall be with an insurer and include terms and conditions reasonably acceptable to the Shire. The Contractor shall maintain a professional indemnity insurance policy on terms and conditions no less favourable to the Shire than those approved by the Shire under this Clause for a period of not less than six (6) years after the completion of the Services to be provided by the Contractor under this Contract.

Subject to Clause 2.1.18(c), the Contractor's liability to the Shire shall not be limited or otherwise affected by the terms of any such insurance policy. If the Shire suffers loss or damage directly attributable to the Contractor's negligence, the rights of the Shire to recover damages shall not be affected by any terms of the Professional Indemnity Insurance Policy held by the Contractor.

b) On Site Public Liability

The Contractor shall maintain a Public Liability policy of insurance in a form and content acceptable to the Shire and for not less than the amount stated in the Tender covering the Contractor in respect of any claim for loss or damage arising from any act or omission of the Contractor on the site of the Project.

c) Insurance of Documents

Until all original documents are finally delivered to the Shire, all risks whatsoever connected with the total or partial loss of the documents shall be the responsibility of the Contractor. The Contractor shall ensure that this responsibility is met at all times by maintaining an appropriate Insurance Policy approved by the Shire as to amount and form and content.

d) Employees and Agents

Before commencing provision of the Services, the Contractor shall effect and maintain a suitable insurance policy which covers the Contractor, the Contractor's employees and agents against any liability, loss, damage, claim, costs and expenses arising at common law or under any statute as a result of personal injury to or death of any person employed by the Contractor or the Contractor's agents in or about the Project.

The Shire shall effect and maintain a suitable insurance policy giving cover to the Shire, the Shire's employees and agents against any liability, loss,

damage, claim, costs and expenses arising at common law or under any statute as a result of personal injury to or death of any person employed by the Shire or the Shire's agents in or about the Project.

e) Motor Vehicles

The Contractor shall effect and maintain or cause to be effected and maintained a fully comprehensive policy of insurance giving cover to any motor vehicle used at any time on or about the Project. The Contractor shall ensure that any motor vehicle used at any time on or about the Project is maintained in a 'roadworthy' condition commensurate with the requirements of motor vehicle insurance.

2.2 SPECIFICATIONS

2.2.1 Documents

The following documents shall form part of this tender document.

1. Structural Engineering Plans – (1.16.44739-0-49GordonKondi);
2. Letter from Department of Fire and Emergency Services – 402616-1-1-A2C)
3. ACROD Parking Plans
4. Appendix A – Alpha Zeta Electrical Services Specifications
5. Appendix B – Alpha Zeta Hydraulic Services Specifications
6. Appendix C – Alpha Zeta Mechanical Services Specifications
7. Appendix D – Architectural Design Hardware
8. Appendix E – Shire of Kondinin Planning Approval
9. Appendix F- Rosalie Pech Eva Architects Schedule of Materials and Finishes
10. Appendix G - Rosalie Pech Eva Architects Schedule of Fixtures, Fittings and Equipment
11. Certificate of Design Compliance – BA3 – CDC (11 January 2018)
12. Canopy Combustible Materials Statement dated 17 March 2017
13. Alpha Zeta Combined Electrical Services Plan
14. Alpha Zeta Hydraulic Services Plan
15. Alpha Zeta Mechanical Services Plan
16. Disability Access Letter dated 13 April 2017
17. Energy Efficiency Report Certification
18. Kondinin CRC – As Constructed Drawings
19. Rosalie Pech Eva Architects KCRC Architectural Certified Drawings
20. Rosalie Pech Eva Architects KCRC Certified Specifications
21. Soil Report_S868595C_Structerre_site report_certification

2.2.2 Program

Below is the indicative timeline for the whole project:

Item	Description	Month
1	Site works completed	May 2018
2	50% of the project completed	September 2018
3	80% per cent of the project completed	February 2019
4	Project completed	31 st March 2019

The Contractor shall conform to the program and in the event that the Contractor either considers the program to be unachievable or is unable to conform to the program at any stage, then the Contractor must notify the Shire's Representative immediately. Failure by the Contractor or any of its sub-contractor to conform to the

program or this requirement may be considered by the Shire to be a breach of the Contract.

2.2.3 Response Times

The Contractor shall provide a high level of service in both quality and response time.

2.2.4 Site Visit

Tenderers are strongly encouraged to attend the site visit scheduled on **30th January 2018 at 11am** at Kondinin Community Recreation Centre

2.2.5 Fee

The fee shall be a lump sum fixed fee based on the program provided in this brief and it is to be fully inclusive of all prints, disbursements, sundry costs and charges, profit, administration costs, overheads and all incidental costs required to carry out and complete the services requested.

2.2.6 Materials, Labour and Equipment

The Contractor shall provide all materials, labour, equipment and everything else necessary for the works.

2.3 TENDER EVALUATION

2.3.1 Assessment of Proposals

Your Tender will be evaluated using information provided in your Tender.

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

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. tendered prices and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.
- d) The Shire reserves the right to make contact with other parties/organisations for the purpose of obtaining confidential references regarding the Tenderers performance (other than those referees nominated by the Tenderer) who have had similar works completed by the Tenderers, to assist in the tender evaluation process.

A contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Shire.

The Shire will not contribute towards the costs, direct or indirect, of any organisation expressing an interest or subsequently short listed and invited to be interviewed.

The Shire reserves the right, at any time, not to proceed any further.

2.3.2 Evaluation Criteria

The following particular evaluation criteria shall be applied in the assessment of tenders:

Criteria	Weighting
Financial Offer/Fee Proposal <ul style="list-style-type: none">• This contract is offered on a lump sum fee basis. Include in the lump sum fee all fees, any other costs and disbursements to provide the required service and the appropriate level of the Goods and Services Tax (GST)• Represents the "best value" for money• Application of a reasonable fee structure in proportion to the service provided	30%
Relevant experience, expertise and project team <p>Demonstrate your:</p> <ul style="list-style-type: none">• Experience, expertise and project team• Capacity to address the range of services required• Role and credentials of the key person(s) in the provision of the service (i.e. formal qualifications and experience)• Ongoing availability to provide sufficient skilled persons capable of performing the tasks consistent with the required standards• Understanding of the required service associated with delivering the services to the Shire	25%

Criteria	Weighting
History and Viability of Organisation <ul style="list-style-type: none"> • Detail your history and viability • Include any comments received from referees • Demonstrate your capacity to deliver • Demonstrate your capacity and depth to effectively address the range of requirements of the Shire 	20%
Methodology <ul style="list-style-type: none"> • Proposed methodology for this projects to be completed on time and within budget • Proposed methodology for this project and demonstrated evidence of successful results, particularly in WA • Demonstrated project management experience in relevant projects of a similar nature, particularly in WA 	20%
Quality Assurance <ul style="list-style-type: none"> • Demonstrate your level of quality assurance 	5%
TOTAL	100%

Tenderers should note that the criteria listed above are not in order of importance.

2.3.3 Number of Tender Submissions Required

The Tenderer shall submit two (2) copies of their Tender submission.

One copy to be marked "ORIGINAL" and the other to be marked "COPY".

All copies must be bound and all pages must be numbered consecutively. The submission must include an index. Any brochures or pamphlets must be attached to both the original and the copy.

2.3.4 Contract

This Tender document does not form any contractual relationship with the Shire. A contract will only be formed once a written agreement is entered into between the Shire and the successful respondent.

The submission is required to be approved by the Shire and no contract will be formed with any Tenderer until the approvals have been received.

2.3.5 Contract Negotiations

All arrangements may be negotiated with the Tenderer(s) whose proposal is assessed as the best overall offer.

Final Negotiations

On a "without prejudice" basis, the preferred Tenderer(s) will be notified of their submission tender status and required to:

- a) Attend final negotiation meetings;
- b) Confirm their offer;
- c) Provide additional information as requested;
- d) Agree to any minor adjustments to the proposed tender;
- e) Identify any adjustment to their offer resulting from the additional client requirements.

In relation to the above process, where practical, each party should endeavour to respond to the other within five (5) business days.

PART 3 – TENDERER’S OFFER

(COMPLETE AND RETURN THIS PART)

Failure to provide or adequately address the following information may result in your tender being eliminated from further consideration.

3.1 Tenderer’s Response

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

(Note: all pages within Part 3 are to be completed and returned to the Shire as they form part of your Tender submission).

3.2 Organisational Profile

Attached a copy of your organisation profile and provide background information on your company and label it “ Organisation Profile ”.	“ Organisation Structure ”	Tick if attached <input type="checkbox"/>
If companies are involved, attached their current ASIC company extracts search including latest annual return and label it “ ASIC Company Extracts ”.	“ ASIC Company Extracts ”	Tick if attached <input type="checkbox"/>

3.3 Referees

Attached details of your referees and label it “ Referees ”. You should give examples of work provided for your referees where possible	“ Referees ”	Tick if attached <input type="checkbox"/>
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3.4 Agents

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your City and label it “ Agents ”.	“ Agents ”	Tick if attached <input type="checkbox"/>

3.5 Subcontractors

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

3.6 Conflicts of Interest

Will you actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest” .	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

3.7 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a Profit & 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.	“Financial Position”	Tick if attached <input type="checkbox"/>

3.8 Insurance Coverage

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

PART 3 – TENDERER'S OFFER

(COMPLETE AND RETURN THIS PART)

Failure to provide or adequately address the following information may result in your tender being eliminated from further consideration.

Form of Tender

Chief Executive Officer
Shire of Kondinin
11 Gordon Street
KONDININ WA 6367

I/We

COMPANY NAME (Block Letters): _____

Licence No: _____ Registration No: _____

Street Address: _____

Suburb: _____ State: _____ Post Code: _____

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT: 02/2017-2018 – Extension To Kondinin Community Recreation Centre

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 sixty (60) calendar days from the date of the tender closing or forty-five (45) days from the Council's decision for determining the Tender whichever is the later unless extended on mutual agreement between the Shire and the Tenderer in writing.

I/We agree that there shall be no cost payable by the Shire 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 the _____ day of _____ 2017

Signature of authorised signatory of Respondent: _____

Full Name of authorised signatory (BLOCK LETTERS): Mr. Mrs. Ms. Please tick one

First Name: _____ Surname: _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Position: _____

Address: _____