Request for Tender: Key Worker Housing – Design, Construct, Deliver

and Install

Deadline: 10 November 2023 at 4pm (WST)

Address for Delivery: admin@kent.wa.gov.au

RFT Number: *RFT 01-2324*

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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: The documents you attach as part of your Tender.

Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators,

Contractor: successors and assigns 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 Means the General Conditions of Contract for the Supply of Goods

of Contract: nominated in Part 3.

Offer: Your offer to supply the Requirements.

Principal: Shire of Kent

Request OR RTF OR

Request for Tender

This document.

Requirement: The Goods and Services, including works requested by the Principal.

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 deliver if

selected.

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

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

1.2 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).
- Part 6 Contractor's Occupational Safety and Health Management System Questionnaire (complete and return this part).
- Part 7 Tenderer's Safety Record (complete and return this part).
- Part 8 Project Reference Sheet (complete and return this part).
- Part 9 Tenderer's Resources Schedule (complete and return this part).

Separate Documents

- 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

Tenderers must:

- 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; 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:	Michaela Crosby
Telephone:	08 98291051
Email:	mc@kent.wa.gov.au

1.5 Tender Briefing/Site Inspection

Tender briefing/site inspection is not required, however a site inspection can be arranged by appointment, but will not alter the time and date of closing.

1.6 Customs Duty

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

1.7 Site Allowances

This contract is not subject to adjustment for Site allowances.

1.8 Lodgement of Tenders and Delivery Method

The Tender must be lodged by electronic mail (email). The Deadline for this request is 8 November 2023 at 4pm (WST).

- a) Be submitted by electronic mail (Email) in PDF format. Multiple files must be named and included in a clear and concise manner. All pages must be numbered consecutively and the Offer must include an index.
- b) Shall be no more than 10MB in size per email
- c) Contain the RFT Number and Title, and Tenderers name in the subject line. Multiple emails shall be numbered in the subject line (e.g. Email 1 of 3).
- d) Be sent to the email address detailed on the front of this Request Document in sufficient time to be received by the time and date nominated.
- e) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- f) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- g) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully be the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- h) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- i) Tenderers acknowledge that:

- Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
- The Principal will not be liable for any loss, damage, costs or expenses incurred by
 Tenderers or any other person if, for any reason, a Tender or any other material or
 communication relevant to this Request is not received on time, is corrupted or
 altered or otherwise is not received as sent, cannot be read or decrypted, or has its
 security or integrity compromised.

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(s) or 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 may 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 arising be clearly marked "ALTERNATIVE TENDER".

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

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".

1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- 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) Undertake their own verification of all quantities used for deriving works item totals prior to tendering;
- e) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- f) 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 to otherwise 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. A Tender demonstrating 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 within 5.2.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within 5.2.2 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

Weighted Price Criteria

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Cost	40%
Relevant Experience	15%
Key Personnel Skills and Experience	15%
Tenderer's Resources	20%
Demonstrated Understanding	10%
Total	100%

1.24 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 Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25 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.

1.26 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.

1.27 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 3 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.

1.28 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.

1.29 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 the Shire of Kent Administration Office, 24-26 Richmond Street NYABING WA 6341.

1.30 Monetary Values

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc) are net values. They do not include Goods and Services Tax (GST).

1.31 In House Tenders

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

2 Statement of Requirements

2.1 Introduction

This is a Shire of Kent Tender Request (RFT 01/2324) for the services to Design, Construct, Deliver and Install two freestanding 3 x 2 bedroom houses at 23 Aspendale Street, Nyabing.

The Shire is seeking a 'turn key' solution to deliver the houses and all associated works. The scope of works to include the design, construction, delivery and installation including all certification.

2.2 Background Information

The Shire of Kent is a local government organisation located in the Great Southern of Western Australia and is made up of two towns, Nyabing and Pingrup.

The Shire of Kent provides housing for staff, and is committed to maintaining its housing stock, to attract and retain employees.

In the recently adopted Strategic Community Plan 2023-2033, Economic Priority 2.1 outlined the 'Coordinated delivery of economic services and projects', and summarised success when Shire housing stock is continually improved and expanded to help attract a skilled workforce.

2.3 Definitions

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

Contractor's Means any Officer or person duly authorised by the Contractor, in

Representative: writing, to act on their behalf for the purpose of the Contract;

Principal's Means any Officer of person duly authorised by the Principal, in writing,

Representative 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;

Superintendent: Chief Executive Officer – Christie Smith

Superintendent's Representative: Manager Corporate – Michaela Crosby

2.4 Scope of Work

2.4.1 Site preparation and preliminaries

- All design and construction shall comply with the National Construction Code (BCA/NCC), the Residential Design Codes and relevant Australian Standards.
- Certificate of Construction Compliance as per Building Act 2011.

- All government planning and building permits/approvals as required.
- Bushfire Attack Level (BAL) assessment.
- Suitable termite protection system (Termguard or similar) to suit the site conditions.
- Engagement and management of all design, engineering and compliance consultants.
- All underground service location checks.
- All utilities providers' approvals, head works and connection fees.
- All site clearing and disposal including trees, vegetation and any topsoil to be removed and all excavation (Principal will provide a suitable location within 5km of the town site to for the removed items).
- Soil test and engineering details for footings and site works.
- Earthworks preparation of the site including surveying, compaction/cutting, grading and shaping, backfilling and penetrometer testing.
- Power, telephone and water supplied from the property boundary.
- All power, water, sewer head works and installations of junctions, and modifications of
 existing services, pits and/or meters (relocating of meters if necessary). This to include the
 pre-lay of sewerage, stormwater/drainage, power and telephone (please note; there is no
 sewer service in Nyabing, so septic and leach drain systems will be required as a part of the
 project).
- All stormwater disposal offsite much comply with Local Authority Requirements.
- A copy of all certificates for approved installation of services and components (ie. Electrical, smoke alarm, plumbing, civil engineering etc) to be forwarded to the Shire of Kent.
- Site to be kept neat and tidy during works, and clean before final handover
- Internal and external cleaning by a professional agent before final inspection with Principal and Principals Representative.

2.4.2 Footings and Delivery

- Design and certification of footings to be completed a suitably qualified Structural Engineer.
- Appropriate footings for the site and buildings to be constructed.
- Transport and unloading of transportable house (including any oversize permits) on the selected lot with all personnel and plant to be provided by the Tenderer.

- Installation of the transportable house upon the footings proper.
- Connection of all electrical, sewerage, water, gas and telecommunications throughout the transportable house (Please note; the town of Nyabing does not have underground gas mains, and instead relies on bottled gas).
- Connection of services from the transportable house to the wider reticulation.

2.4.3 Design Elements

- Ensure the transportable houses are designed to allow optimum climatic settings for internal comfort with minimum demand on heating and cooling.
- Reduce greenhouse gas emissions by reduced building waste and energy intensive materials.

2.4.4 Exterior

- Engineered pre-stressed concrete slab with termite barriers.
- Engineered steel wall frames (90mm) and roof trusses
- Colourbond corrugated roofing, storm proof slotted gutters, fascia, barge, cappings, flashings, grates and downpipes (not concealed and no 90 degree bends).
- Colourbond external wall cladding.
- Thermal wrap beneath all corrugated sheeting.
- R2.7 insulation batts to all external walls and R3.0 ceiling insulation.
- Aluminium window frames with appropriate weather seal.
- Painted compressed fibre cement (CFC) lined eaves to all elevations.
- Screens and locks to all opening windows (must include breeze locks).
- Security screens and dead locks for all external doors.
- Weather/vermin seals to all external doors.
- Solid core front door with secure glazed vision pane and dead bolt.
- All external painting (if applicable).
- Front porch with enclosed roof and lighting.
- Alfresco area at rear of house with enclosed roof and lighting.

All outdoor locks to be keyed alike, with four (4) copies of all keys given to the Principal upon
job completion – to be keyed with Council's keying system.

2.4.5 Garage

- Each modular home to include an enclosed single garage (suitable for a large SUV) under main roof with painted ceiling, LED lights, remove control door and direct access to the house.
- Reinforced concrete slab
- Concrete driveway to road kerb. Crossovers will require a 300 diameter pipe culvert placed over table drain.

2.4.6 Interior

- Minimum 2400mm ceilings
- Plasterboard walls and ceilings with coved cornice (minimum 75mm).
- Interior doors (all keyed alike). To include chrome modern door handles.
- MDF skiting boards (minimum 67mm), door frames and architraves.
- All internal painting
- Block out roller/holland blinds to all bedrooms and living areas windows and exterior doors (colour to be chosen by the Principal).
- Floor coverings
 - Quality carpet to be installed in all bedrooms
 - Quality 200 x 200mm tiles to be installed in all wet areas (including showers, ensuite, laundry, bathroom etc.). All grout to be sealed and tile type easy to clean.
 - Quality vinyl in other areas (including living, dining, kitchen, passageways etc).
- Reverse cycle ducted air-conditioning throughout house.
- Ceiling fans/lights to be installed in all bedrooms and living/dining area.

2.4.7 Electrical

 Main switchboard cabinet is to be steel, on concrete plinth or built into the side of house with SGPO connected to common services meter. The common services meter to be a 'SMARTPOWER' meter where security lighting, reticulation controller, pumps and any

other common equipment collectively totals 200 watts or more. All service cabinets to have two separate keys for access.

- Solar panels and battery storage system to a value of \$10,000 (excluding GST)
- LED light fittings (internal and weatherproof external)
- Light fittings to all lights (if applicable).
- External sensor lights and LED floodlights to front driveway and rear/side as appropriate.
- Smoke alarms hardwire to mains, photoelectric, non-removable with 10 year battery.
 'Replace by' label to be on device. Must be certified to AS3786:2014.
- Telephone cabling
- Television points (two in the living area, one in main bedroom)
- All power and light circuits to be protected by RCD with safety switches installed in switchboard.
- VAST satellite TV system
- Appropriate number of GPO's, including weather proof exterior GPO's. The minimum requirement will include;
 - o Kitchen Two (2) banks of four (4) GPO's.
 - Living/Dining Area Three (3) double GPO's.
 - Bedrooms Two (2) double GPO's
 - Laundry Two (2) double GPO's
 - Bathrooms One (1) double GPO
 - Exterior of House One (1) double GPO in rear alfresco area
 - o Garage One (1) double GPO in garage/carport

2.4.8 Plumbing

- Stormwater to be discharged to be appropriate soak wells or offsite depending on conditions.
- Heat pump or solar hot water system (minimum 5-6kw)
- All plumbing fixtures and fittings.

- Mixer taps throughout the houses, with adequate under spout to edge of basins.
- Hot and cold water services and waste connection.
- Accessible floor waste throughout, of metal construction.
- Fittings for gas service (bottled gas)
- Gas point for kitchen (stove cooktop)
- Concrete septic tanks connected to Septic Tank Effluent Disposal (STED)

2.4.9 Kitchen

- Walk in or cupboard pantry
- Westinghouse or similar quality 900mm stainless steel ducted range hood
- Westinghouse or similar quality 900mm freestanding gas cooktop with wok burner and electric oven.
- Kitchen cabinets with laminated benchtops, vinyl wrap doors (including soft closing doors).
- Sufficient storage space for utensils and equipment
- Provision for a dishwasher, fridge and microwave recess with electrical and plumbing connections. Fridge recess to contain with water outlet.
- Two bowl double with single sided sink drainer.
- Bin storage area for medium sized rubbish bin.
- Glass splashbacks or other suitable easy to clean and maintain material to kitchen bench edge, including GPOs and all returns.

2.4.10 Bedrooms

2.4.10.1 Main Bedroom (Bedroom 1)

- To include ensuite bathroom
- To include walk in robe

2.4.11 Bathrooms

2.4.11.1 Ensuite Bathroom

- To service Main Bedroom (Bedroom 1).
- Shower, toilet and hand basin with cupboards

- Post form benchtops with vinyl wrap doors in both bathrooms. To include a combination
 of draws and cupboards (must be soft close).
- Vanity basins and mixer tapware.
- Splashbacks above vanity to be a minimum height of 200mm and high skirting to wet area a minimum of 100mm high.
- Heat lamp/light.
- Exhaust fan.
- Framed mirror.
- Chrome finish metal towel rails.
- Frameless pivot shower screen (safety glass).
- Hobbless tiled shower recess with suitable falls to prevent water ingress onto floor.
 Within shower recess, tile height to be at least 2000mm.

2.4.11.2 Main Bathroom

- To service Bedroom 2 and 3.
- Separate shower and bath
- Hand basin with cupboards
- Post form benchtops with vinyl wrap doors in both bathrooms. To include a combination
 of draws and cupboards (must be soft close).
- Vanity basins and mixer tapware.
- Splashbacks above vanity to be a minimum height of 200mm and high skirting to wet area a minimum of 100mm high.
- Heat lamp/light.
- Ceiling mounted exhaust fan.
- Framed mirror.
- Chrome finish metal towel rails.
- Frameless pivot shower screens (safety glass).
- Hobbless tiled shower recess with suitable falls to prevent water ingress onto floor.

2.4.12 W/C's (Stand Alone and Ensuite)

- Wall faced toilet suites.
- Chrome finish metal roll holders.
- Ceiling mounted exhaust fans, ducted to outside.
- High skirting to area a minimum of 100mm high.

2.4.13 Laundry

- Post form benchtops with vinyl wrap doors.
- Linen cupboard (5 shelves) located within or adjacent to laundry.
- Broom cupboard located within or adjacent to laundry.
- Stainless steel trough (minimum 70I) with washing machine taps.
- Splashbacks above trough to be a minimum height of 200mm and high skirting to wet area a minimum of 100mm high.
- Adequate space for a family sized floor mounted washing machine and dryer.

Example headings of some common requirements are:

- a) Performance measure (KPIs), targets and outcomes
- Technical information (eg dimensions, colours, material properties, processes and methods of manufacture and/or assembly, maintenance requirements, detailed plans, designs, blueprints and technical drawings)
- c) Delivery/Supply methods
- d) Testing (eg assessment testing, product testing, testing methods and intervals etc)

2.5 Implementation Timetable

Completion of the project to be finalised by 30 June 2024.

Milestone timeframes include;

- Contract signing 30 November 2023
- 2. Preliminaries 1 January 2024
- 3. Construction of modular/transportable house 31 March 2023
- 4. Transportation and unloading of modular/transportable house 30 April 2024
- 5. Connection of electrical, water, sewerage, phone and gas 30 May 2024
- 6. Connection of utilities to service providers 30 May 2024
- 7. Pest control and treatment 20 June 2024

- 8. Final cleaning and key cutting 20 June 2024
- 9. Handover 30 June 2024

2.6 List of Applicable Documents

- Shire location map
- Site map 23 Aspendale Street, Nyabing
- Site photos 23 Aspendale Street, Nyabing
- Nyabing Sewerage Layouts (120323 Nyabing Deep Sewerage Plan R0)
- Minor Works Contract Conditions

3 General Conditions of Contract

The General Conditions of Contract applicable to this tender are based on the standard WALGA template General Conditions of Contract for provision of Minor Works and are included with the Request for Tender documents.

3.1 Insurances

Public Liability – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

Product Liability - Product Liability policy is to provide the insured with protection against losses arising out of the defective nature of the insured's products. The protection provided by this policy usually extends to losses or damage sustained by third parties as a result of use of the insured's product.

Motor Vehicles and Equipment

All insurances MUST be kept current for the duration of the project.

3.2 Period of Contract and Termination

The Contract is to be completed on supply of the Requirements, or the 30 June 2023, whichever is earlier. However, in the event that the Contractor fails to perform the requirements of the works to the satisfaction of the Principal (contravention of BCA regulations, unsafe work practices, low quality workmanship, severe lagging behind schedule, etc), the Shire of Kent may forthwith terminate the Contract by written notice to the Contractor.

4 Special Conditions of Contract

4.1 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) required by law;
- b) specified in the Contract documents; and
- c) required to identify the Contractor's premises

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

4.2 Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

4.3 Documents Generally, Drawings and Specifications

4.3.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to one (1), such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.4 Environmental Protection

4.4.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extend it necessary to satisfy the requirements of the Shire of Kent in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.4.2 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

4.4.3 Soil Erosion

The contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.4.4 Dust, Dirt, Water and Fumes

The contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

4.4.5 Vehicles

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

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.4.6 Refuse Disposal

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 Superintendent.

4.4.7 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as "no smoking" areas.

4.5 Contractor's Representative

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.6 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.7 Temporary Safety Fence (optional)

The Contractor shall provide a temporary fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and health Regulations 1996 and with any amendments that may be made to the Act and the Regulations.

4.8 Materials, Labour and Constructional Plan

4.8.1 Workmen's Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Superintendent.

4.8.2 Accommodation

The Contractor shall provide accommodation and all meals for any managers, supervisors or workmen and/or any subcontractors and their employees until practical completion of the works.

Please note: Accommodation is limited in the town of Nyabing, so it is recommended to investigate and plan any lodging requirements.

4.9 Materials and Work

4.9.1 Regulations

The Contractor shall comply with the Work, Health and Safety Act 2020 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

4.9.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.9.3 Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

4.9.4 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

4.9.5 Induction Training

Employees of the Contractor and its Subcontractors 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 induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.9.6 Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.9.7 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 persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.9.8 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or

adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.9.9 Materials to be Supplied by the Principal

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

4.9.10 Services Installation

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

4.9.11 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

4.9.12 Schedule of Warranties

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract.

4.9.13 Brands of Material Schedules

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

4.9.14 Goods and Services Tax (GST)

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a 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 Principal shall be entitled (though not obliged) 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 Kent 24-26 Richmond Street WA 6341

24-26 KICHIHOHU STEEL WA 6341		
I/We (Registered Entity Name):		
, we (negistered finity Name).	(BLOCK LETTERS)	
of:		
(REGISTERED STREET ADDRESS)		
ABN	ACN (if any)	
Telephone No:	Facsimile No:	
E-mail:		
In response to Request for Tender (RFT) RI Deliver and Install	FT 01/2324 Key Worker Housing – I	Design, Construct,
1/We agree that I am/We are bound by, a schedules, attachments, all in accordance with signed and completed.		
The tendered price is valid up to ninety (90) forty-five (45) days from the Council's resolut unless extended on mutual agreement between	tion for determining the Tender, whi	chever is the later
I/We agree that there will be no cost payable of this Tender irrespective of its outcome.	by the Principal towards the preparat	tion or submission
The tendered consideration is as provided un format and submitted with this Tender.	nder the schedule of rates of prices	in the prescribed
Dated this	day of	20
Signature of authorised signatory of Tenderer:	:	
Name of authorised signatory (BLOCK LETTERS	S):	
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 provid	e acknowledgr	ment that you	ır organisation h	s Yes / No	
submitted in accordance	e with the	Conditions of	Tender includir	g	
completion of the Offer Fo	completion of the Offer Form and provision of your pricing submitted in the				
format required by the Pri					
b) The Registration, Licences	b) The Registration, Licences or Qualification requirements for this RFT, as set				
out below, are met and sh	all be kept in p	lace as per the	following table ar	d	
it is agreed that copies	of the Certific	ates of Curre	ncy or evidence	of	
registration shall be provi	ded to the Prin	cipal's Represe	entative prior to th	е	
issue of a Purchase Order	that will allow	the Contract t	o commence and	at	
any time throughout the C	Contract Period.				
The Respondent has and s	hall maintain th	ne required Reg	gistration, Licence (or	
Qualification requirements	s as detailed dir	this RFT.			
Туре	Type Issued By Number Expiry Date				
Builder's Registration					
Plumber's Registration					
Electrical Licence					
Painter's Registration					
Other Trade Licences					
c) The insurance requiremen	II Yes / No				
be kept in a place as per	of				
the Certificate of Curi	's				
Representative prior to th	ill				

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allow the Contract to commence and at any time throughout the Contract period.

Туре	Insurer/Broker	Policy Number	Value (\$)	Expiry Date
Worker's Compensation			As required by	
Public Liability			\$20 million	
Product Liability			\$20 million	
Motor Vehicles and Equipment			Full comprehensive	

The Tenderer has and shall maintain the required level of insurance coverage as detailed in this request for the duration of the services.

d) Tenderers shall state their intention, if successful, to sub-contract any of the services offered. Respondents shall provide full details of sub-contractors and consultants proposed as part of their Offer.

For any proposed sub-contractors, the following details are required on an attachment;

- Service to subcontracted
- Name and address of the proposed sub-contractor
- Location of factory/premises and;

Tenderers shall guarantee that all goods/services provided under this Contract by sub-contractors shall be free form deficiencies in design, performance, materials and workmanship.

e) Compliance with the Specification contained in the Request. Yes / No

f) Compliance with the Quality Assurance requirement for this Request.

g) Compliance with the Delivery Date. Yes / No

Yes / No

h) Risk Assessment

Yes / No

Tenderers must address the following information in an attachment and label it "Risk Assessment":

- i) An outline of your organisational structure inclusive of any branches and number of personnel.
- ii) If companies are involved, attach their current ASC company extracts search including latest annual return.
- iii) Provide the organisation's directors/company owners and any other positions held with other organisations.
- iv) Provide a summary of the number of years your organisation has been in business.
- v) Attach details of your referees. You should give examples of work provided for your referees where possible.
- vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.
- vii) 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.
- viii) 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.
- ix) 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.
- x) Are you presently able to pay all your debts in full as and when they

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	fall due?	
xi)	Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.	Yes / No
xii)	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.	

5.2.2 Qualitative Criteria

Tenderers must demonstrate that they have the capacity and experience to provide the required services to meet the requirements of the Contract.

Tenderers are required to submit a written Offers in accordance with the format and headings detailed below to enable the evaluation of their Offer against the Selection Criteria for this Request.

It is essential that a <u>written</u> response addressing all criteria be provided to facilitate the evaluation process. Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience and are to provide full details for any claims, statements or examples used to address the qualitative criteria.

A. Cost	Weighting
Tenderers are to demonstrate value for money, and provide evidence that	40%
subcontract and design prices have been vetted and sufficiently review.	Tick if attached
Tenderer to complete "Pricing Schedules"	
B. Relevant Experience	Weighting
Tenderers must address the following information in an attachment and	15%
label it "Relevant Experience":	Tick if attached
a) Provide details of similar work undertaken.	
b) Provide scope of the Tenderer's involvement including details of	
outcomes.	

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c)	Provide details of issues that arose during the project and how
	these were managed.
d)	Demonstrate competency and proven track record of achieving
	outcomes.
e)	Project reference sheet.

Supply any other relevant details in an attachment and label it "Relevant Experience".

C. Key Personnel Skills and Experience	Weighting
Tenderers must address the following information in an attachment and	15%
label it "Key Personnel Skills and Experience":	Tick if attached
a) The Tenderer's role in the performance of the Contract.	
b) Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.	
Supply any other relevant details in an attachment and label it "Key Personnel Skills and Experience".	

D. Te	nderer's Resources	Weighting
Tender	ers must address the following information in an attachment and	20%
label it	"Tenderer's Resources":	Tick if attached
a)	Plant, equipment and materials.	
b)	Any contingency measures or backup of resources including personnel (where applicable).	
c)	OHS Survey.	
d)	Safety Record.	
e)	Resources Schedule.	
As	a minimum, Tenderers should provide a current commitment	

schedule and plant/equipment schedule in an attachment and label it "Tenderer's Resources".

E. Demonstrated Understanding	Weighting
Tenderers must address the following information in an attachment and	10%
label it "Demonstrated Understanding":	Tick if attached
a) A project schedule/timeline	
b) The process for the delivery of the Goods/Services.	
c) Training processes (if required); and	
d) Demonstrated understanding of the Scope of Work.	
Supply details and provide an outline of your proposed methodology	
in an attachment labelled "Demonstrated Understanding".	

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

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Are you prepared to offer a fixed price?	Yes / No
--	----------

5.3.2 Lump Sum

The Tenderer shall price all tasks in the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

The Tenderer is to note, that the Bill for Quantities is for pricing purposes only and the quantities shown are indicative. The Tenderer is to undertake their own verification of all quantities used for deriving works prior to tendering. Variations will NOT be accepted unless they are for additional works not specified within the documents or drawings.

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Breakdown of Lump Sum

No	Task	Amount
1.	Preliminaries – including submission of building permit, surveying, earthworks and pre-lay of underground utilities.	
2.	Supply of modular/transportable house.	
3.	Transportation and unloading of modular/transportable house.	
4.	Construction of modular/transportable house and external fixtures such as porch, garage, and alfresco area.	
5.	Connection of electrical, water, sewerage, phone and gas.	
6.	Connection of utilities to service providers (power, water, phone).	
7.	Pest control and treatment.	
8.	Final cleaning and key cutting.	
	Total Lump Sum Price (ex GST)	
	Total GST Component	
	Total Lump Sum Price (inc GST)	

Amount in Words:

6 Contractor's Work, Health and Safety Management Questionnaire

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "Contractor's Work Health and Safety Questionnaire". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy?		
If Yes, provide a copy of the policy.		
Does the company have an OSH Management System?		
If Yes, provide details:		
··		
Is the OSH Management System audited or reviewed on a regular basis?		
If Yes, provide details of last audit and outcomes.		
Is there a company OSH Organisation Chart?		
If Yes, provide a copy		
Are Line Managers held accountable for Health and Safety performances?		
If Yes, provide details		

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Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions.		
Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done.		
Does the company have any Permit to Work systems? If Yes, provide a copy of a standard Incident Report form.		
Which company personnel are responsible for investigating incidents? ———————————————————————————————————		
Do Incident Reports contain prevention recommendations?		
Who is responsible for implementing remedial measures recommended? ——————————————————————————————————		

Are there procedures for storing and handling hazardous substances? If Yes, provide details. **Occupational Safety and Health** Describe how Safety and Health Training is conducted in your company? Provide a summary or example of Safety and Health Training courses provided for, or undertaken by employees during the past 12 months. Is a record maintained of all training and inductions programmes undertaken for employees in your company? If Yes, provide examples of Safety Training records. Provide details of any company safety induction programmes for company employees and or subcontractors.

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Safety and Health Workplace Inspection Yes No Are regular Health and Safety Inspections at work Sites undertaken? If Yes, provide details. Are standard workplace inspection checklists used to conduct Health and Safety Inspections? If Yes, provide details or examples. Who normally completes workplace Safety and Health Inspections? How are workplace Safety and Health Inspection reports dealt with? Is there a procedure by which employees can report hazards at workplaces? If Yes, provide details

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Yes **Safety and Health Consultation** No Is there a workplace Safety Committee? If Yes, provide details. Are there guidelines on procedures governing the Safety Committee operation? Are there employee elected Health and Safety Representatives? If Yes, provide details. **Safety and Health Performance Monitoring** Yes No Is there a system for recording and analysing Safety Performance Statistics? If Yes, provide details. Is Safety Performance on the agenda of management meetings? If Yes, provide details.

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	Г
Is senior management involved in analysis of Safety Performance Statistics?	
Has the company ever been convicted of an Occupation Health and Safety	
offence?	
If Yes, provide details.	

7 Tenderer's Safety Record

Complete the following details and submit with your Tender labelled as "Tenderer's Safety Record".

Project	Date of Accident/Notice	Accident or Infringement Notice	Reason	Time Lost
	_			

8 Project Reference Sheet

Complete the following details and submit with your Tender labelled as "Project Reference Sheet".

Name of Project	Value (approx.)	Date Started	Date Completed	Client	Referees Name	Telephone Number

9 Tenderer's Resource Schedule

9.1 Tenderer's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referees Name Telephone Number

9.2 Tenderer's Human Resources Schedule

Staff name	Title	Time in Role	Availability in Project