



TENDER DOCUMENT

Request for Tender:	Supply and Construction of a new Ablution Block at the Heavy Vehicle Rest Bay, Great Southern Highway, Cranbrook.
Deadline:	4pm Friday 8 February 2019
Address for Delivery:	19 Gathorne Street, Cranbrook or www.tenderlink.com.au
Tender Number:	1/19

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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.

Contractor: Means the person or persons, corporation or corporations whose Tender is accepted by the principal, including the executors or administrators, successors and assignments of such persons or persons, corporation or corporations.

Deadline: The deadline for lodgement of your Tender as detailed on the front cover of this request.

General Conditions of Contract: Means the General Conditions of Contract for the HV Rest Bay Ablutions in Part 3.

Offer: Your offer to supply the requirements.

Principal: Shire of Cranbrook.

Request or RTF or

Request for Tender: This document.

Requirement: New Ablutions Block at the HV Rest Bay on Great Southern Highway, Cranbrook.

Selection Criteria: The Criteria used by the Principal in evaluating your Tender.

Special Conditions: The additional contractual terms.

Specification: The Statement of Requirements that the Principal requests you to provide if selected.

Tender: Completed offer form, response to the selection criteria and attachments.

Tenderer: Someone who has or intends to submit an offer to the principal.

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 – Specification and/or plans/drawings (*keep and read this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer's Offer (*complete and return this part*).

Separate Documents:

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

1.3 HOW TO PREPARE YOUR TENDER

- a) Carefully read all parts of this document;
- b) Ensure you understand the requirements;
- c) Complete and return the offer (Part 5) 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: Jeff Alderton – Manager of Works, Shire of Cranbrook
Telephone: (08) 9826 2218
0437 450 147
Email: mow@cranbrook.wa.gov.au

1.5 TENDER BRIEFING/SITE INSPECTION

A site inspection is mandatory.

Tenderers should note the requirement of a mandatory site inspection. The Heavy Vehicle Rest Bay can be viewed upon request to Mr Jeff Alderton, Manager of Works.

1.6 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the deadline. The Deadline for this request is 4pm Friday 8 February 2019.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this request; and
- b) Delivered by hand and placed in the Tender Box at the Shire of Cranbrook Administration Office at 19 Gathorne Street, Cranbrook (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, PO Box 21, Cranbrook WA 6321; or
- c) Uploaded to www.tenderlink.com.au

If delivery is by hand or mail, Tenderers must ensure that they have provided two signed copies of their Tender; one to be marked 'ORIGINAL' and unbound and clipped (not stapled) and the other(s) to be marked 'COPY' and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

1.7 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.

1.8 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.

1.9 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.

1.10 DISCLOSURE OF CONTRACT INFORMATION

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

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

1.11 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.

1.12 ALTERNATIVE TENDERS

All conforming Tenders may be accompanied by an alternative Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the general and specific conditions of contract must in all cases be clearly marked '**Alternative Tender**'.

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

1.13 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

- a) Examined the request and any other information available in writing to tenderers for the purpose of tendering;
- b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) Satisfied themselves they have a full set of the request documents and all relevant attachments.

1.14 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.

1.15 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- a) Any risk assessment undertaken by any credit rating agency;
- b) Any financial analytical assessment undertaken by any agency; and
- c) Any information produced by the bank, financial institution, or accountant of a Tenderer;

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the services for which they are submitting and meet their obligations under any proposed contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.16 EVALUATION PROCESS

This is a request for 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.

1.17 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 tender process 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 adopted, nor will the Tender ranked highest on the qualitative criteria.

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

1.18 COMPLIANCE CRITERIA

These criteria are detailed within Part 5 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.

1.19 VALUE CONSIDERATIONS

Non Weighted Price Criteria

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

- a) The qualitative ranking of each Tenderer;
- b) The pricing submitted by each Tenderer;

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

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

1.20 REGIONAL PRICE REFERENCE

No regional price option.

1.21 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, 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.

1.22 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.

1.23 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.

1.24 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5.0 and whose execution appears on the Offer Form in Part 5.1 of this request. Upon acceptance of the Tender, the Tenderer will become the contractor.

1.25 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.

1.26 TENDER OPENING

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

The names of 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 Cranbrook Administration Office at 19 Gathorne Street, Cranbrook.

NO PRICE INFORMATION WILL BE RELEASED AT TENDER OPENING.

1.27 IN HOUSE TENDERS

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

2. SPECIFICATION

2.1. CONTRACT REQUIREMENTS IN BRIEF

For the supply and construction of an Ablution Block at the Heavy Vehicle Rest Bay, Great Southern Highway, Cranbrook.

A full Concept Design including floor plan, site plan, elevations and services required under the proposed contract appears in **Attachment 1**.

2.2. CONTRACT COMPLETION DATE

All works to be completed prior to 30 May 2019.

3. GENERAL CONDITIONS OF CONTRACT

3.1. INSURANCES

It is part of the Condition of Contract that the successful Tenderer will be required to provide evidence of the following insurance cover.

- **Public Liability**
- **Workers Compensation or Personal Accident Insurance Cover**

3.2. DEFECT PERIOD

A 90 day defect period will apply on successful completion.

4. TENDERER'S OFFER

4.1 FORM OF TENDER

The Chief Executive Officer
Shire of Cranbrook
PO Box 21, Gathorne Street
Cranbrook WA 6321

I/We (registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTRED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

Email: _____

In response to RFT

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

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

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

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

Dated this _____ day of _____ 20_____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory postal address: _____

Email Address: _____

4.2 SELECTION CRITERIA

4.2.1 COMPLIANCE CRITERIA

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgement that their organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of their pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their: <ul style="list-style-type: none"> • Relevant Licences and Registrations <p><i>*For example Builders Registration may be required for construction purposes; Electrical Contractors will require relevant licenses.</i></p>	Yes / No
c) Compliance with the Specification contained in this Request	Yes / No
d) Compliance with attendance at a site inspection.	Yes / No
e) Risk Assessment <p><i>*A Risk Assessment is used to determine the potential risk of Contractors to the Principal.</i></p> <ul style="list-style-type: none"> <i>i) An outline of your organisational structure inclusive of any branches and number of personnel;</i> <i>ii) Provide the organisations directors/company owners and any positions held with other organisations;</i> <i>iii) Provide a summary of the number of years your organisation has been in business;</i> <i>iv) Attach details of your referees. You should give examples of work provided for your referees where possible;</i> <i>v) Are you acting as an agent for another party? If yes, attach details (including name and address) of your principal;</i> <i>vi) Are you acting as a trustee of a trust? If yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i> <i>vii) Do you intend to subcontract any of the Requirements? If yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted;</i> 	Yes / No

<p>viii) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please supply in an attachment details of any actual or potential conflict of interest any the way in which any conflict will be dealt with;</i></p> <p>ix) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>x) <i>Are you currently engaged in litigation? If yes please provide details.</i></p> <p>The insurance requirement for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven working days of acceptance.</p>	
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4.2.2 QUALITATIVE CRITERIA

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

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

<p>A. Relevant Experience Tenderers must address the following information in an attachment and label it “Relevant Experience”.</p> <ul style="list-style-type: none"> · <i>Provide details of similar work.</i> · <i>Demonstrate competency and proven track record of achieving outcomes.</i> 	<p>Relevant Experience (Tick if attached)</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>B. Key Personnel Skills and Experience Tenderers must address the following information in an attachment and label it “Key Personnel Skills and Experience”.</p> <ul style="list-style-type: none"> · <i>The Tenderer’s role in the performance of the contract,</i> · <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i> <p><i>*Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</i></p>	<p>Key Personnel (Tick if attached)</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>C. Tenderer’s Resources Tenderer’s must address the following information in an attachment and label it “Tenderer’s Resources”.</p> <ul style="list-style-type: none"> · <i>Plant, equipment and materials,</i> · <i>Any contingency measures or backup of resources including personnel (where applicable),</i> · <i>Safety Record.</i> <p><i>*As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources”</i></p>	<p>Tenderer’s Resources (Tick if attached)</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>D. Demonstrated understanding Tenderer’s must address the following information in an attachment and label it “Demonstrated Understanding”.</p> <ul style="list-style-type: none"> · <i>A project schedule/timeline (where applicable);</i> · <i>The process for the delivery of the Goods/Services,</i> · <i>Demonstrated understanding of the Scope of Work.</i> <p><i>*Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</i></p>	<p>Demonstrated Understanding (Tick if attached)</p> <p style="text-align: center;"><input type="checkbox"/></p>

4.3 PRICE INFORMATION

Tenderers must complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this request.

4.3.1 PRICE BASIS

Are you prepared to offer a fixed price?	Yes / No
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4.3.2 PRICE SCHEDULE

Lump Sum – Services

No.	Service Description	Tender Unit	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1					