



## Ordinary Council Meeting

18<sup>th</sup> September 2018



Papers Relating

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10.2.2	RFT 01/18 Panel Tender for Plant Hire
10.2.3	RFT 02/18 Supply of mechanical Repairs & Maintenance and Tyre Repairs & Replacement
10.2.4	RFT 03/18 Provision of Handyman Services
10.3.1	Standing Orders Local Law 2018 Amendment
10.4.4	Officers Reports



10.1.1

Unmanned Fuel Outlet

10 Harper Place  
Winthrop WA 6150  
PH/FAX: 08 9312 6050  
MOB: 0419 905 636  
MOB: 0409 113 504  
EMAIL: FTCadmin@iinet.net.au

Thursday, 31 May 2018

Shire of Dundas  
88-92 Prinsep Street  
Norseman WA 6443

Attention: Mr Richard Brookes

Dear, Richard

**RE: Lot 3 Eyre Highway Norseman Planning application.**

Please find enclosed the Development Application for Lot 3 Eyre Highway Norseman. I have included the application for and drawings for the development.

DA scope of works:

**Lot 1** - not in application

**Lot 2** - Please advise if a DA is required to install an Aquator oily water separator tank (Department of Water Approved) within the existing swale to treat oily water from existing hard stands and dispose to storm water in compliance with the department of Mining and petroleum requirements. The intent is to back fill the swale, seal and kerb the area with bitumen as shown on the plans, and reuse the area for additional Bus and Caravan Parking for the BP Roadhouse.

**Lot 3**

01. develop an unmanned 24hr road train refuelling facility with road train parking as shown on the plan.

02. buildings - Install a refuelling canopy (13.5m x 8m) over new dispensers.  
- Install a 3m x 2.4m motor control room to house control equipment.

03. Fuel tanks - install 2 x 110kl double contained self bunded above ground diesel tanks to comply with department of mines and petroleum regulations.

04. Parking and Access - Install concrete crossovers to existing earthen crossovers for access to and from the site on Roberts Sstreet via Eyre highway. note this is the approved existing access road for the existing BP roadhouse.

Install a bitumen access road with flat concrete edge beam internal to the site boundary for road train access to new canopy refueling area.

Install 100mm thk 3mm crushed stone base to road train parking area as shown on plan.  
the development parking caters for up to 7 Triple Road Train's.

05. Clearing and Earthworks - the existing tree line on Eyre Highway is to be maintained. The area to the back of the property adjoining the Railway reserve is to be cleared within the site boundary to facilitate the development and road train movements.

06. Stormwater - The site currently falls towards Robert's Street with approx 1.5m of fall from back to front, the intent is to maintain the existing fall towards robert street and maintain verge drains as is currently used.

07. Trade Waste - install a new above ground corrugated plate separator to capture oily water from the Forecourt and Refuelling areas for treatment and disposal to on site storm water soak well.

I trust this is sufficient to begin the process and please call if you require any further clarifications or documents.

Yours sincerely



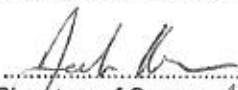
Ian Haslehurst

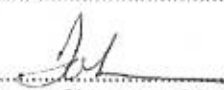
Encl. Development Application and drawings

**APPENDIX II - FORM OF APPLICATION FOR PLANNING CONSENT**

**TOWN PLANNING AND DEVELOPMENT ACT 1928 (AS AMENDED)  
SHIRE OF DUNDAS  
FORM OF APPLICATION FOR PLANNING CONSENT**

1. Surname of Applicant HASLEHURST  
Given names IAN  
Address 10 HARPER PLACE WINTHROP WA 6150
2. Surname of Landowner (if different from above).....  
Given names MICHAEL GARRETT PRENDIVILLE, PETER GARRETT PRENDIVILLE  
Address 12 HIGH STREET, FREMANTLE WA 6959
3. Submitted by IAN HASLEHURST (EVERTON CONSTRUCTION)
4. Address for correspondence 10 HARPER PLACE WINTHROP WA 6150
5. Locality of Development SHIRE OF DUNDAS
6. Title Details of Land LOT 3 ON PLAN 42692
7. Name of road serving Property Roberts Street
8. State Type of Development UNMANNED TRUCK REFUELLING FACILITY  
Nature and size of all Buildings proposed CANOPY 12.5m x 8m x 5m HIGH  
MOTOR CONTROL CURBICLE 3m x 3m x 3m  
Materials to be used on external surfaces of Buildings Colorbond & GALV STEEL  
General treatment of open portions of the site GRAVEL & LEVIA WITH BITUMEN & CURB AND STONE  
Details of car parking and landscaping proposals TRUCK PARKING FOR 7 LOADS ONLY, NATIVE LANDSCAPE & TREES  
Approximate cost of Proposed Development 1.5m  
Estimated time for construction 16 months

  
Signature of Owner (Peter Prendiville)  
Authority

  
Signature of Applicant or Agent

(Both signatures are required if applicant is not the owner).

29/5/18  
Date

29/5/18  
Date

**NOTE:**

This form should be completed and forwarded to the Dundas Shire Council together with two copies of detailed plans showing complete details of the development including a site plan showing the relationship of the land to the area generally. In areas where close development exists, or is in the course of construction, plans shall show the siting of buildings and uses on lots immediately adjoining the subject land.

All applications shall be accompanied by:

- (a) a location plan showing the land the subject of the application and its relationship to surrounding lots and streets; and in the case of an application for the erection of new buildings; ✓
- (b) a site plan or plans showing:
  - (i) the position, type and use of all existing buildings and improvements on the land indicating those to be removed as part of the proposal; ✓
  - (ii) the position, type and use of any new buildings and improvements proposed on the land; ✓
  - (iii) the position of any trees on the site showing those to be removed and those to be retained; ✓
  - (iv) areas to be landscaped, surfaced for parking or developed for any other purpose within the site; ✓
  - (v) contours and any earthworks to be undertaken as a part of the development; ✓
  - (vi) the location and description of any existing buildings; ✓
  - (vii) location of water tanks and their capacity; ✓
  - (viii) location of effluent disposal system; ✓or in the case of an application for a change in the use of land and/or buildings; ✓
- (c) a site plan and, where applicable, floor plan(s) of the existing building(s) indicating the uses to be made of the land and the respective building(s) or portions of the building(s). ✓

# PRENDIVILLE SUPERANNUATION PTY LTD

ABN 94 140 325 996

12 High Street Fremantle | PO Box 1237 Fremantle WA 6959  
T 08 9430 4189 | F 08 9430 5677

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24<sup>th</sup> April 2018

Att: Richard Brookes  
Shire of Dundas  
88-92 Prinsep Street  
Norseman WA 6443

Richard,


**RE: Letter of authority to act on behalf**

We would like to confirm that Ian Hazelhurst from Fueltech Consulting Pty Ltd has authority to act on behalf of:

- Prendiville Superannuation Pty Ltd ATF Prendiville Enterprise Superannuation Fund

In relation to building and planning application for Loc 195(3) Lot 3 Eyre Highway Norseman with the Shire of Dundas.

Sincerely



Michael Garrett Prendiville  
Director



Peter Garrett Prendiville  
Director



WESTERN



AUSTRALIA

REGISTER NUMBER	
3/D42692	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
5	10/3/2014

RECORD OF CERTIFICATE OF TITLE  
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME 1321 FOLIO 969

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 3 ON DIAGRAM 42692

**REGISTERED PROPRIETOR:  
(FIRST SCHEDULE)**

PRENDIVILLE SUPERANNUATION PTY LTD OF 12 HIGH STREET, FREMANTLE

(T M557611 ) REGISTERED 21/2/2014

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)**

1, \*L470563 MEMORIAL, CONTAMINATED SITES ACT 2003. (NOTICE UNDER PART 4) REGISTERED 4/11/2010.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1321-969 (3/D42692)  
PREVIOUS TITLE: 506-198A  
PROPERTY STREET ADDRESS: LOT 3 EYRE HWY, NORSEMAN.  
LOCAL GOVERNMENT AUTHORITY: SHIRE OF DUNDAS

NOTE 1: I306893 SECTION 138D TLA APPLIES TO CAVEAT D352281

# PRENDIVILLE ENTERPRISE PENSION SUPERANNUATION FUND

ACN: 615 340 095 ABN: 58 994 507 022

12 High Street, Fremantle, PO Box 1237, Fremantle WA 6959

T: +61 8 9430 4189 F: +61 8 9430 5677

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24<sup>th</sup> April 2018

Att: Richard Brookes  
Shire of Dundas  
88-92 Prinsep Street  
Norseman WA 6443

Richard,

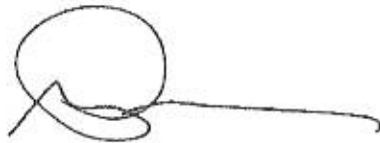
**RE: Letter of authority to act on behalf**

We would like to confirm that Ian Hazelhurst from Fueltech Consulting Pty Ltd has authority to act on behalf of:

- Prendiville Enterprise Pension Pty Ltd ATF Prendiville Enterprise Pension Superannuation Fund

In relation to building and planning application for Loc 195(2) Lot 2 Eyre Highway Norseman with the Shire of Dundas.

Sincerely



Michael Garrett Prendiville  
Director



Peter Garrett Prendiville  
Director



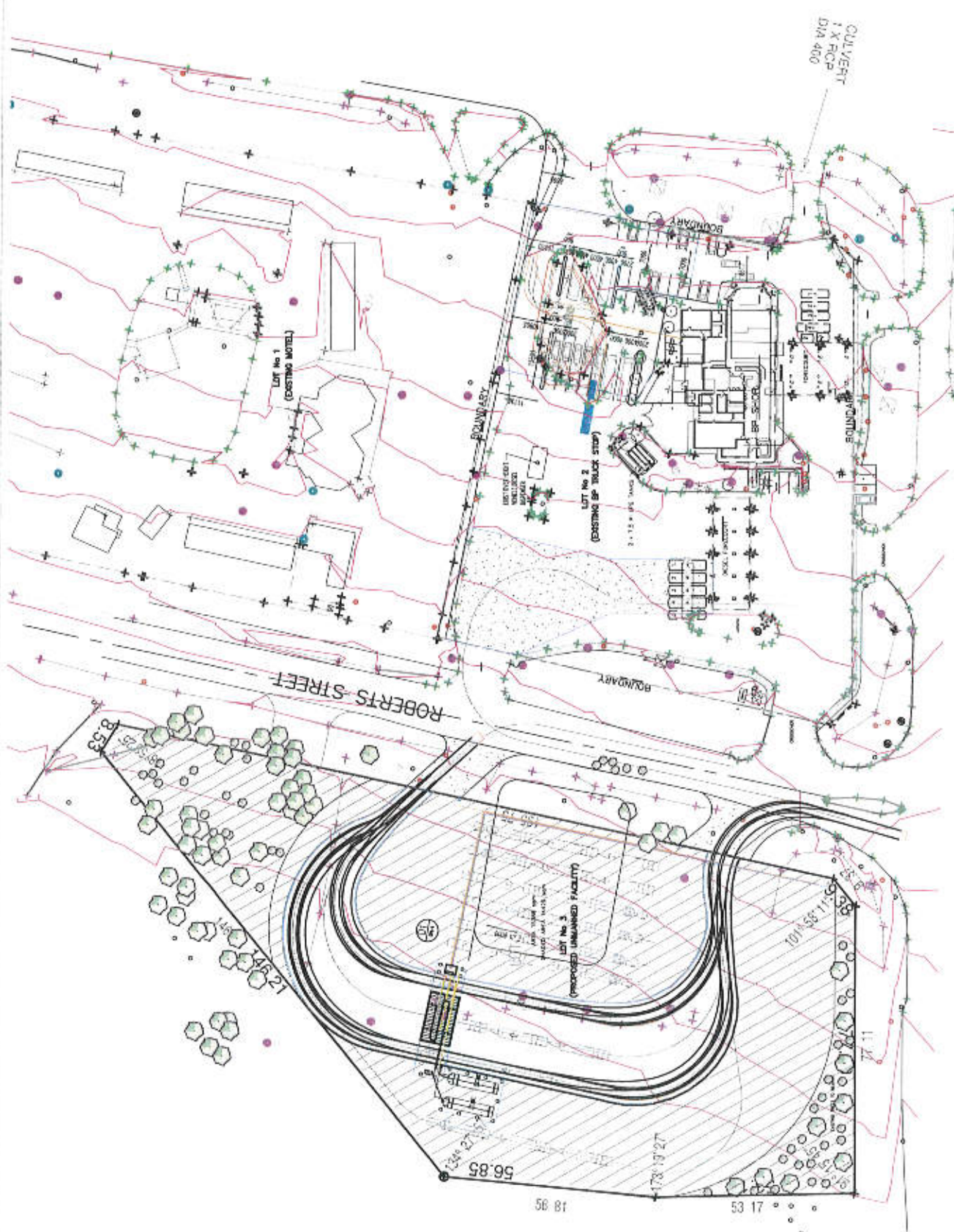
ALL SYSTEMS NOTES:  
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ISSUED FOR DEVELOPMENT APPROVAL

FTC  
 design and project management  
 17-185 Street, Fremantle WA 6156

Project Name  
 17-185 Street, Fremantle WA 6156

Site  
 Master plan - Trade overlay  
 Lot 2.5m plan - Trade overlay  
 FTC 1544-1-CP4.1



EYRE HIGHWAY

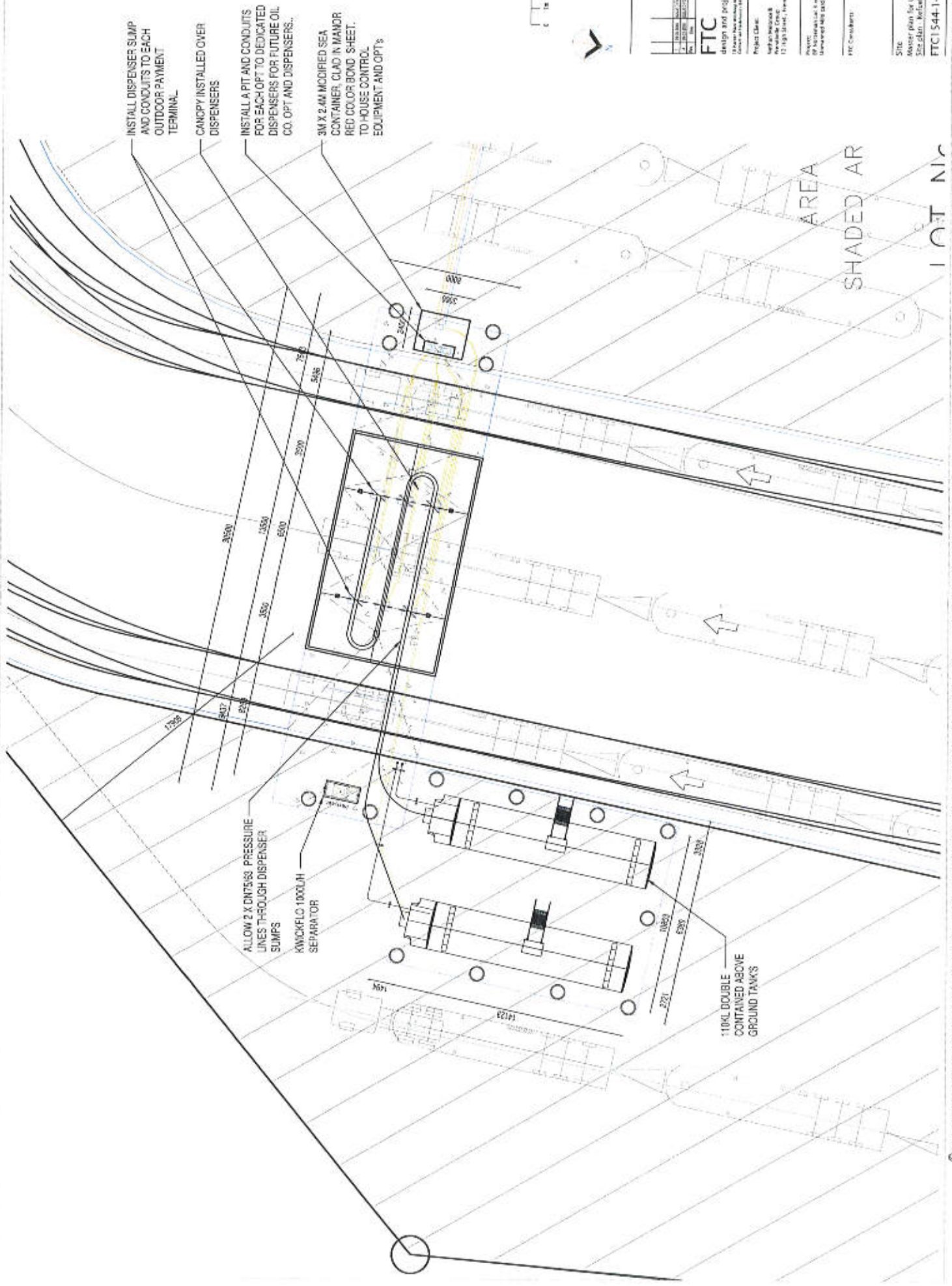
LOCATION PLAN  
 SCALE 1:500

Scale  
 0 5m 10m 15m

© 2011 THE DESIGNERS. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE DESIGNERS. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE DESIGNERS.

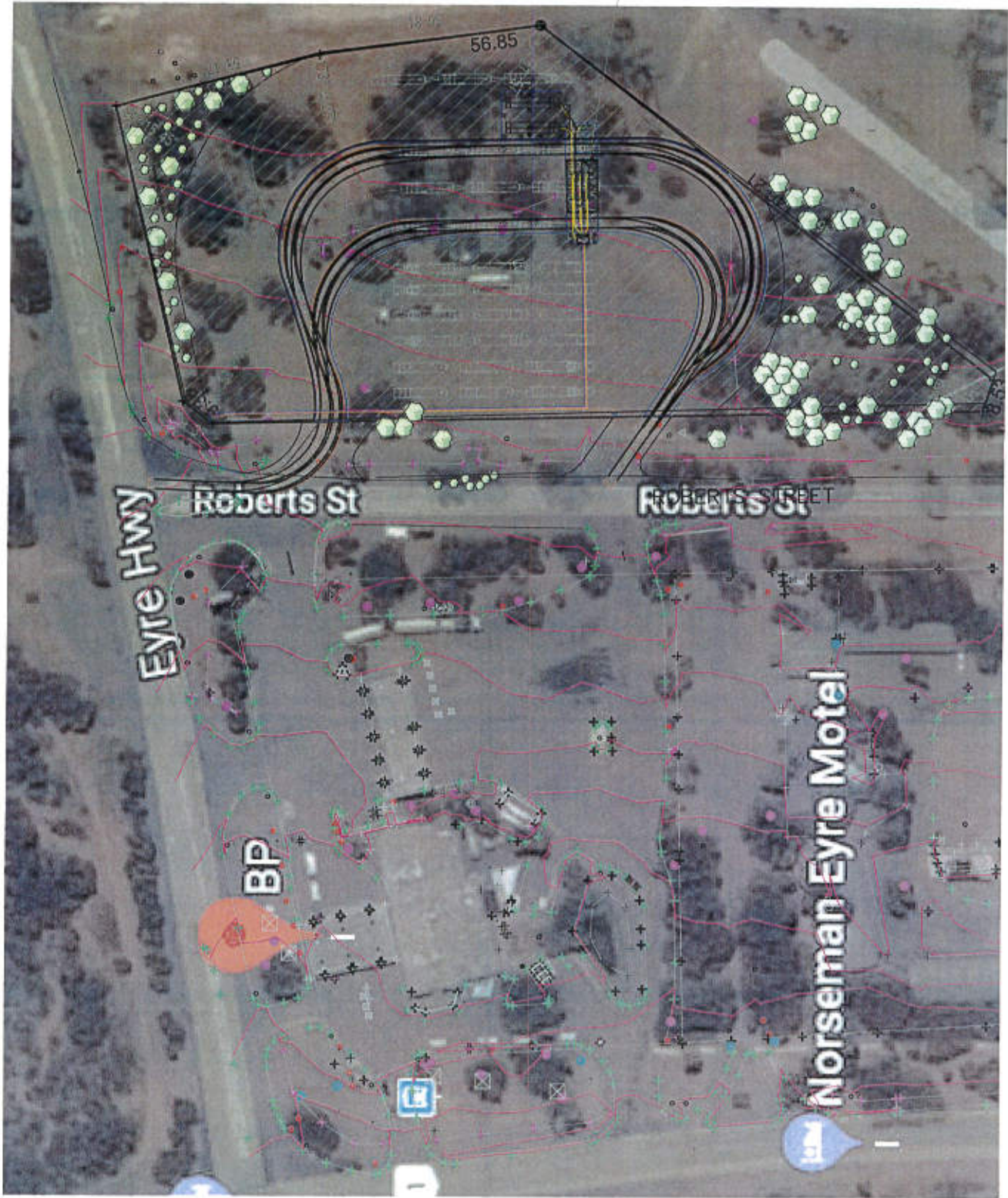






<b>FTC</b> design and project management 1234 Main Street, Suite 500 New York, NY 10001 Tel: (212) 555-1234 Fax: (212) 555-5678 www.ftc.com	
Project Name: Project Location: Project No.:	Project Client: Project Manager: Project Engineer:
Project Description: Project Status:	
Project Date: Project No.:	
Project No.:	

ISSUED FOR DEVELOPMENT APPROVAL



DT SURVEY PLAN OVERLAY  
SCALE 1:500 @ A1

SCALE  
0 5m 10m 15m 20m

ISSUED FOR DEVELOPMENT APPROVAL

DATE	DESCRIPTION
11/05/2021	ISSUED FOR DEVELOPMENT APPROVAL
11/05/2021	ISSUED FOR DEVELOPMENT APPROVAL

**FTC**  
design and project management  
11/05/2021 11/05/2021  
11/05/2021 11/05/2021

**Project Client:**  
Mick and Rosemary B  
Project Location:  
12 High Street, Norseman WA 6450

**Project:**  
Norseman Eyre Motel  
Reticulation and Sewerage  
Reticulation and Sewerage

**FTC Consultant:**

**Site:**  
Master plan for Unmanned  
SIS plan - Sewerage Overlay  
FTC1544-1-CP4.5

© Surveyor - THE SURVEYING & CONSULTING SERVICES COMPANY PTY LTD. THE SURVEYING & CONSULTING SERVICES COMPANY PTY LTD.





10.1.2

Amalgamation Lots 737 & 738 Roberts Street



## Application for Approval of Freehold or Survey Strata Subdivisions

Lodgement ID: 2018-212601

Submission Date: 29/08/2018 09:59 AM

**Your Reference**  
**Location of Subject Property**  
**No. of applicants**  
**Are you applying on your own behalf?**  
**Are you the primary applicant?**  
**Do you have consent to apply from all landowners?**  
**Lodgement Type**  
**Submitted by**  
**Email**

13-15 Roberts Street Norseman  
 13 and 15 Roberts Street Norseman WA 6443  
 1  
 Yes  
 Yes  
 Yes  
 Amalgamation  
 Sonya Ellison  
 admin@dundas.wa.gov.au

DEPARTMENT OF PLANNING, LANDS AND HERITAGE	
DATE	FILE
05-Sep-2018	157149

### About the land

<b>Number of current lots on the land</b>	2	<b>Total number of proposed lots on the land including balance lots</b>	1
<b>Drainage Reserves</b>	0	<b>Public Access Ways</b>	0
<b>Recreation Reserves</b>	0	<b>Right of Ways</b>	0
<b>Road Reserves</b>	0	<b>Road Widening</b>	0
<b>Number of fee paying lots</b>	1	<b>Number of fee exempt lots</b>	0

### What is the proposed use/development?

Proposed Use	Lot size	Number of Lots	
Residential	2000 - 2999 Sqm	1	
<b>Local Government</b>	Shire Of Dundas	<b>Existing dwellings</b>	N/A
<b>Is common property proposed</b>	N/A		

### Applicants

#### Primary applicant (1)

<b>Is the applicant a company/organisation?</b>	Yes	<b>Is the applicant a landowner?</b>	Yes
<b>Name/Company</b>	Shire of Dundas	<b>ABN / ACN</b>	55929157676
<b>Email</b>	shire@dundas.wa.gov.au	<b>Phone number</b>	0890391205

#### Address

<b>Street address</b>	88-92 Prinsep Street	<b>Town / Suburb or City</b>	Norseman
<b>State</b>	WA	<b>Post Code</b>	6443
<b>Country</b>	AUSTRALIA	<b>OR Non-Australian Address, P.O. Box, &amp; etc</b>	N/A

### Certificate of Title Details

#### Lots with certificate (1)

<b>Volume</b>	1084	<b>Folio</b>	245
<b>Lot Number</b>	737	<b>Plan Number</b>	222911
<b>Total land area</b>	1011	<b>Land Area Units</b>	Square metres
<b>Reserve number (if applicable)</b>	N/A	<b>No. of landowners</b>	1
<b>Is the Landowners name different to that shown on the Certificate of Title?</b>			No

### Landowners

#### Landowner (1)

<b>Full name</b>	N/A	<b>Company / Agency</b>	Shire of Dundas
<b>Name of Authority</b>	Shire of Dundas	<b>ACN / ABN</b>	N/A
<b>Landowner type</b>	Government Agency/Authority	<b>Address</b>	
<b>Street address</b>	88-92 Prinsep Street	<b>Town / Suburb or City</b>	NORSEMAN
<b>State</b>	WA	<b>Post code</b>	6443
<b>Country</b>	AUSTRALIA	<b>OR Non-Australian Address, P.O. Box, &amp; etc</b>	N/A

Signatory on behalf of agency

<b>First name</b>	<b>Last name</b>	<b>Position</b>
Peter	Crawford	Acting Chief Executive Officer

#### Lots with certificate (2)

<b>Volume</b>	1152	<b>Folio</b>	55
<b>Lot Number</b>	738	<b>Plan Number</b>	222911
<b>Total land area</b>	1011	<b>Land Area Units</b>	Square metres
<b>Reserve number (if applicable)</b>	N/A	<b>No. of landowners</b>	1
<b>Is the Landowners name different to that shown on the Certificate of Title?</b>			No

#### Landowners

##### Landowner (1)

<b>Full name</b>	N/A	<b>Company / Agency</b>	Shire of Dundas
<b>Name of Authority</b>	Shire of Dundas	<b>ACN / ABN</b>	N/A
<b>Landowner type</b>	Government Agency/Authority	<b>Address</b>	
<b>Street address</b>	88-92 Prinsep Street	<b>Town / Suburb or City</b>	NORSEMAN
<b>State</b>	WA	<b>Post code</b>	6443
<b>Country</b>	AUSTRALIA	<b>OR Non-Australian Address, P.O. Box, &amp; etc</b>	N/A

##### Signatory on behalf of agency

<b>First name</b>	<b>Last name</b>	<b>Position</b>
Peter	Crawford	Acting Chief Executive Officer

#### Subdivision detail

<b>Number of dwellings</b>	1	<b>Dwelling retained</b>	Yes
<b>Dwelling description</b>	N/A		
<b>Number of outbuildings/structures</b>	1	<b>Structure/s retained</b>	Yes
<b>Other description</b>	N/A		
<b>Structure description</b>	N/A		
<b>Is a battleaxe lot/s proposed?</b>			No
<b>Does plan show the width and length of the access leg, the area of the access leg and total area of the rear lot</b>			N/A
<b>Has the land ever been used for potentially contaminating activity</b>			No
<b>Does the land contain any sites that have been classified under the Contaminated Sites Act 2003</b>			No
<b>Does the land contain any sites that have been reported or required to be reported under the Contaminated Sites Act 2003</b>			No
<b>Is the land located in an area where site characteristics or local knowledge lead you to form the view that there is a significant risk of acid sulfate soils in this location</b>			No
<b>Is this application to be assessed under the Liveable Neighbourhoods policy and is supporting documentation attached?</b>			No
<b>Is the development within a Bushfire Prone Area?</b>			No
<b>Are there any dewatering or drainage works proposed to be undertaken</b>			No
<b>Is excavation of 100 cubic metres or more of soil proposed</b>			No
<b>If yes did the Acid Sulfate Soils investigation indicate acid sulfate soils were present</b>			No

#### Fee & Payment

<b>Fee amount</b>	\$2,406.00	<b>Payment Type</b>	By Card
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#### Attachments

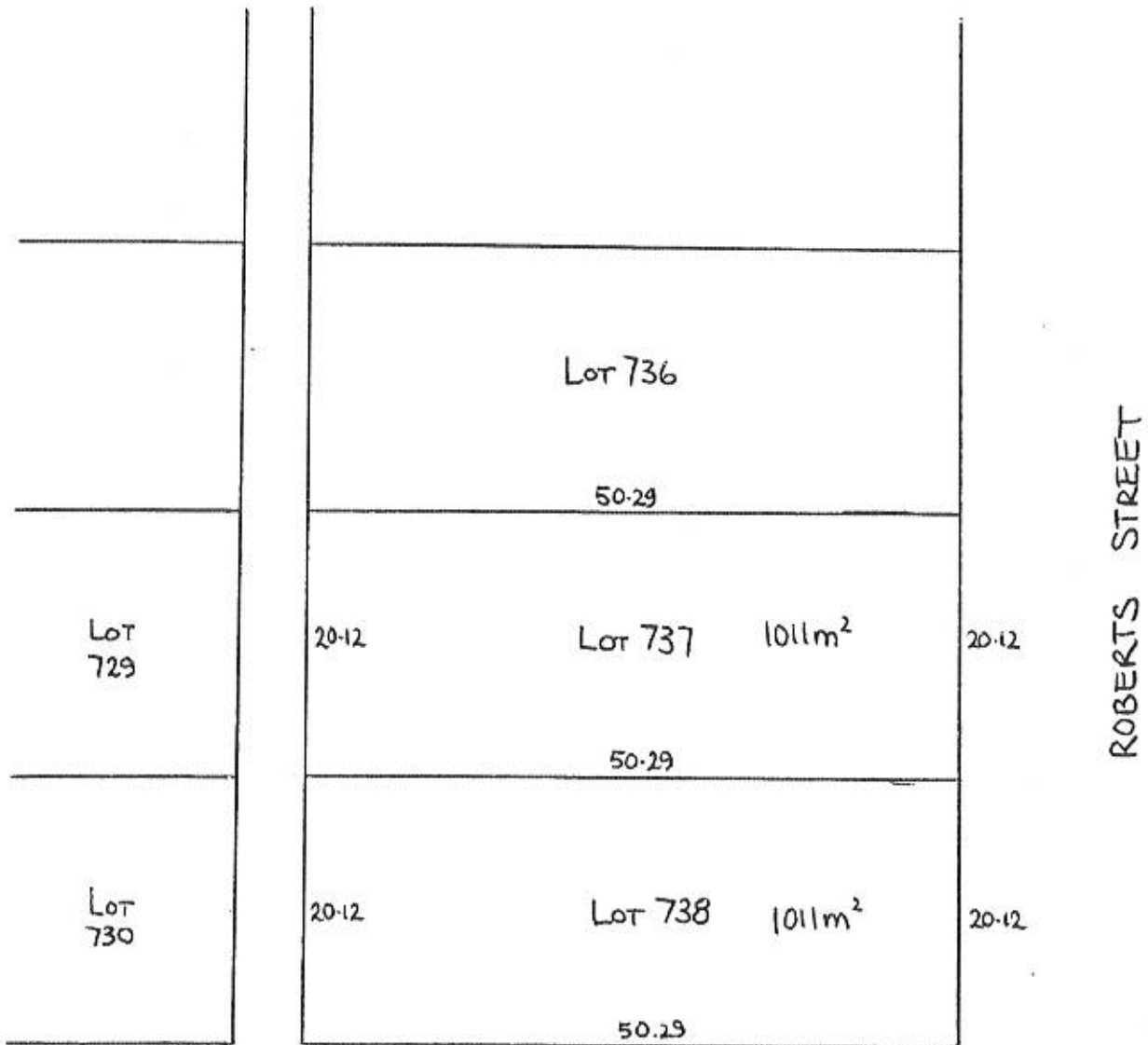
<b>Attachment name</b>	<b>Attachment type</b>
1. T 1084-245-1.pdf	Certificate of Title
2. T 1152-55-2.pdf	Certificate of Title

Perth 140 William Street Perth Western Australia, 6000, Locked Bag 2506 Perth, 6001  Tel: (08) 6551 9000 Fax: (08) 6551 9001	Albany PO Box 1108 Albany Western Australia, 6330  Tel: (08) 9892 7333 Fax: (08) 9841 8304	Bunbury Sixth Floor Bunbury Tower 61 Victoria Street Bunbury Western Australia, 6230  Tel: (08) 9791 0577 Fax: (08) 9791 0576	Geraldton Regional Planning and Strategy Office 10 209 Foreshore Drive Geraldton Western Australia, 6530  Tel: (08) 9960 6999 Fax: (08) 9964 2912	Mandurah Unit 2B 11-13 Pinjarra Road Mandurah Western Australia, 6210  Tel: (08) 9586 4680 Fax: (08) 9581 5491
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DEPARTMENT OF PLANNING, LANDS AND HERITAGE	
DATE 05-Sep-2018	FILE 157149



AMALGAMATION PLAN  
 LOT 737 x 738  
 ROBERTS STREET NORSEMAN



M<sup>C</sup>IVOR STREET

SCALE 1:500



Our Ref : 157149  
Previous Ref :  
Your Ref :  
Enquiries : Rosa Rigali (6551 9306)

6 September 2018

Chief Executive Officer  
Shire Of Dundas  
P O Box 163  
NORSEMAN WA 6443

**Application No: 157149 - Lot No 737, 738 Roberts Street Norseman**

The Western Australian Planning Commission has received an application for planning approval as detailed below. Plans and documentation relating to the proposal are attached. The Commission intends to determine this application within 90 days from the date of lodgement.

Please provide any information, comment or recommended conditions pertinent to this application by the 18th October 2018 being 42 days from the date of this letter. The Commission will not determine the application until the expiry of this time unless all responses have been received from referral agencies. If your response cannot be provided within that period, please provide an interim reply advising of the reasons for the delay and the date by which a completed response will be made or if you have no comments to offer.

Referral agencies are to use the Model Subdivision Conditions Schedule in providing a recommendation to the Commission. Non-standard conditions are discouraged, however, if a non-standard condition is recommended additional information will need to be provided to justify the condition. The condition will need to be assessed for consistency against the validity test for conditions. A copy of the Model Subdivision Conditions Schedule can be accessed: [www.planning.wa.gov.au](http://www.planning.wa.gov.au)

Send responses via email to [referrals@planning.wa.gov.au](mailto:referrals@planning.wa.gov.au). **Always quote reference number "157149" when responding.**

This proposal has also been referred to the following organisations for their comments:  
*Dept Biodiversity, Conser & Attraction (SCOAST) / Main Roads Wa (MRWA-GLD) / Water Corporation (STATE) / Western Power (STATE) and LG As Above.*

Yours faithfully

Ms Sam Fagan  
Secretary  
Western Australian Planning Commission

**APPLICATION DETAILS**

<b>Application Type</b>	Subdivision	<b>Application No</b>	157149
<b>Applicant(s)</b>	Shire Of Dundas		
<b>Owner(s)</b>	Shire Of Dundas		
<b>Locality</b>	Lot No 737, 738 Roberts Street Norseman		

e-mail: [referrals@planning.wa.gov.au](mailto:referrals@planning.wa.gov.au); web address: <http://www.planning.wa.gov.au>



<b>Lot No(s).</b>	737, 738	<b>Purpose</b>	Residential
<b>Location</b>		<b>Local Gov. Zoning</b>	Residential, Important Regional Road
<b>Volume/Folio No.</b>	1084/245, 1152/55	<b>Local Government</b>	As Above
<b>Plan/Diagram No.</b>	P222911	<b>Tax Sheet</b>	
<b>Centroid Coordinates</b>	mE mN		
<b>Other Factors</b>	BUSHFIRE PRONE AREA, THREATENED FAUNA BUFFER, REMNANT VEGETATION (NLWRA), MRWA - STATE ROAD EXTERNAL REFERRAL		

Our ref: OPA201881482 & LP.SU  
Your ref: 2018-212601

DEPARTMENT OF PLANNING, LANDS AND HERITAGE  
PO BOX 1221  
WEST PERTH WA 6872

Dear Sir/Madam,

**CONSENT OF LANDOWNER**

I refer to the application to amalgamate the lands known as 13 Roberts Street Norseman WA 6443 and 15 Roberts Street Norseman WA 6443 more fully described as Lot 737 on Plan 222911 and Lot 738 on Plan 222911 contained within Certificate of Title Volume 1084 Folio 245 and Certificate of Title Volume 1152 Folio 55 ("the Application").

This application was made by the Shire of Dundas as the registered landowners.

I, Peter Crawford, Acting Chief Executive Officer of the Shire of Dundas, hereby consent to the Application being made in relation to the lands described above.

**PLAN OF AMALGAMATION**

Please find enclosed a map of the lots as described above.

Accompanying information for the proposed amalgamation:

- No Excavation or fill in excess of 300mm
- No alterations to the existing drainage system
- Water and electricity are available to the site
- Existing Residential R10 zoning pursuant to Shire of Dundas Town Planning Scheme No 2
- Nil Heritage or Historical significance
- Existing land uses to adjacent area is Residential R10
- No environmental feature or issues relevant to the site
- No proposed staging
- Environmental assessment not required
- Structure plan not relevant to the amalgamation
- BAL assessment not relevant
- Existing residential development over internal boundary

Should you have any enquiries relating to the above please don't hesitate to contact this office on 90391205.

Regards,

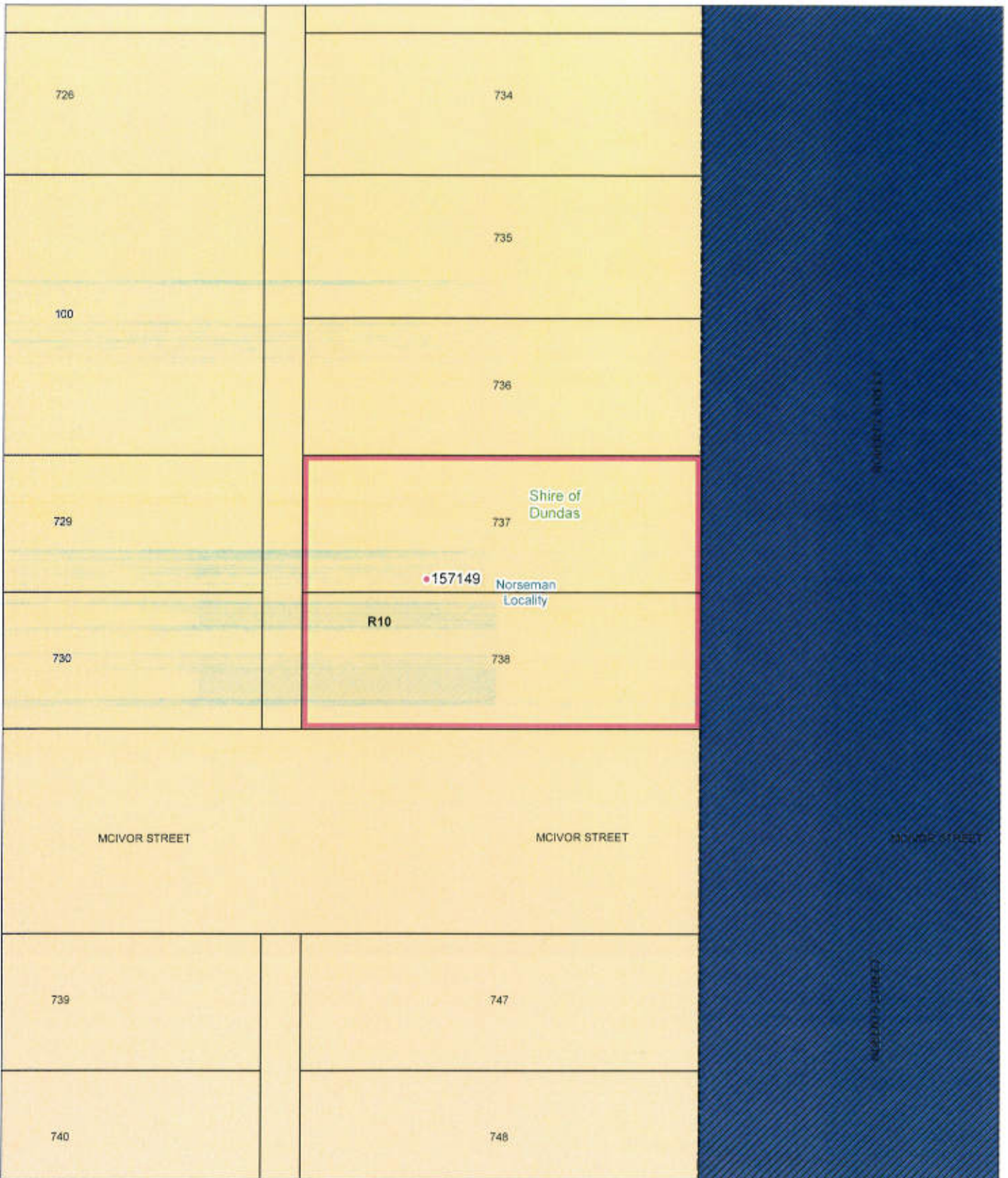


Peter Crawford  
Acting Chief Executive Officer

29 August 2018







**Location Plan for:  
Subdivision Application**

This data is to be used only for the processing of a Subdivision Application

Application Number: **157149**

Decision: **Outstanding**

Printed: **5/09/2018**



Produced by Data Analytics,  
Department of Planning, Lands and Heritage, Perth WA

Base information supplied by  
Western Australian Land Information Authority SLIP 1098-2018-1

**Application Status**

Outstanding

**Existing LPS Zones and Reserves**

R Code boundaries

Important regional road

Residential

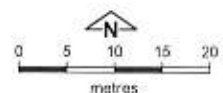
**Easements and Referrals**

**Region Scheme Reserves**

**Localities & Local Government Boundaries**

Local government boundary

Locality





### 10.1.3

Application for Miscellaneous Licences 63/79, 63/80  
& 63/81



FILE NUMBER  
PV. JA. 2  
RECORD NUMBER  
1 PA 2018 83832

 P: +61 8 9325 7111  
F: +61 8 9325 7311  
 PO Box 3285  
East Perth WA 6892  
 [www.wts.net.au](http://www.wts.net.au)  
admin@wts.net.au  
 77 Bennett Street  
East Perth WA 6004

16 August 2018



REGISTERED MAIL

Shire of Dundas  
PO Box 163  
NORSEMAN WA 6443

Dear Sir/Madam,

**RE: APPLICATION FOR MISCELLANEOUS LICENCES 63/79, 80 & 81 – BARRA RESOURCES LIMITED AND METEORE METALS PTY LTD**

I wish to advise that the abovementioned application was recently lodged with the Department of Mines, Industry Regulation & Safety.

The tenement application boundaries fall inside your shire. A Copy of the form 21 application for a mining tenement and plan is attached for your information.

Should you have any further queries regarding this matter please do not hesitate to contact me at this office.

Kind Regards,

**Fadi Dahdal**  
Mining Titles Consultant  
**WESTERN TENEMENT SERVICES**

Encl.

COPY

Form 21

WESTERN AUSTRALIA  
Mining Act 1978  
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

**APPLICATION FOR MINING TENEMENT**

(a) Type of tenement	(a) Miscellaneous Licence		No. L 63/79
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /		(c) DUNDAS
(c) Mineral Field			
For each applicant:	(d) and (e)		(f) Shares
(d) Full Name and ACN/ABN	METEORE METALS PTY LTD (ACN: 097 759 325) C/- WESTERN TENEMENT SERVICES, PO BOX 3285, EAST PERTH, WA, 6892		50
(e) Address	BARRA RESOURCES LIMITED (ACN: 093 396 859) C/- WESTERN TENEMENT SERVICES, PO BOX 3285, EAST PERTH, WA, 6892		50
(f) No. of shares			
(g) Total No. of shares			(g) Total 100
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) MT THIRSTY (i) Datum is situated @ Zone 51 GDA94 co-ordinates 6445855.816mN and 370535.997mE, thence; (j) 6445960.912mN and 370936.792mE, thence 6442314.639mN and 370849.867mE, thence 6441926.949mN and 371056.922mE, thence 6441684.154mN and 372984.382mE, thence 6441654.642mN and 376188.147mE, thence 6441509.218mN and 376188.887mE, thence 6441538.305mN and 378439.742mE, thence 6441550.242mN and 378516.891mE, thence 6441829.005mN and 378976.378mE, thence 6441977.996mN and 379180.800mE, thence 6441962.963mN and 379187.907mE, thence 6441802.919mN and 378995.663mE, thence 6441516.847mN and 378521.334mE, thence 6441507.619mN and 378440.143mE, thence 6441479.227mN and 376189.253mE, thence 6441294.880mN and 376191.732mE, thence 6440997.659mN and 375599.698mE, thence 6441041.964mN and 375473.792mE, thence 6441263.144mN and 375120.775mE, thence 6441283.907mN and 372979.405mE, thence 6441572.145mN and 370812.080mE, thence 6442265.337mN and 370444.571mE, thence  Back to Datum Peg Purposes: a road , a pipeline , a power line , a sulphur dioxide monitoring station , a communications facility and a pump station.		
(k) Area (ha or km <sup>2</sup> )	(k) 403.12750 HA		

(l) Signature of applicant or agent (if agent state full name and address)

(l) Fadi Dahdal  
77 BENNETT STREET, EAST PERTH, WA,  
6004

Date: 02/08/2018

**OFFICIAL USE**

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 6th day of September 2018 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	11:25:44	on	2 August	2018	with fees of
Application	\$500.00				
Rent	\$6,666.00				
TOTAL	\$7,166.00				
Receipt No:	85754859051				

V WRIGHT  
Mining Registrar

COPY



Form 21

WESTERN AUSTRALIA

Mining Act 1978

(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

**APPLICATION FOR MINING TENEMENT**

(a) Type of tenement	(a) Miscellaneous Licence		No. L 63/80
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /	(c) DUNDAS	
(c) Mineral Field			
For each applicant:	(d) and (e)		(f) Shares
(d) Full Name and ACN/ABN	METEORE METALS PTY LTD (ACN: 097 759 325) C/- WESTERN TENEMENT SERVICES, PO BOX 3285, EAST PERTH, WA, 6892		50
(e) Address	BARRA RESOURCES LIMITED (ACN: 093 396 859) C/- WESTERN TENEMENT SERVICES, PO BOX 3285, EAST PERTH, WA, 6892		50
(f) No. of shares			
(g) Total No. of shares			(g) Total 100
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1, For other Licences see Note 2. For all Licences see Note 3.)	(h) MT THIRSTY WESTERN PALEOCHANNEL (i) Datum is situated @ Zone 51 GDA94 co-ordinates 6456950mN and 339400.677mE, thence; (j) 6456190.000mN and 345494.313mE, thence 6456750.000mN and 354011.999mE, thence 6456380.000mN and 354012.820mE, thence 6455769.000mN and 345505.999mE, thence 6456550.000mN and 339399.999mE, thence BACK TO DATUM Purposes: a search for groundwater.		
(h) Locality			
(i) Datum Peg			
(j) Boundaries			
(k) Area (ha or km <sup>2</sup> )	(k) 595.44960 HA		

(l) Signature of applicant or agent (if agent state full name and address) *(l) Fadi Dahdal* Date: 02/08/2018  
77 BENNETT STREET, EAST PERTH, WA, 6004

**OFFICIAL USE**

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 6th day of September 2018 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at 11:25:44 on 2 August 2018 with fees of  
 Application \$500.00  
 Rent \$298.00  
 TOTAL \$798.00  
 Receipt No: 85754859051

*V. Wright*  
Mining Registrar

**NOTES**

**Note 1: EXPLORATION LICENCE**

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

**Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE**

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

**Note 3: GROUND AVAILABILITY**

- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:  
(a) public plan search; (b) register search; (c) ground inspection.

**Note 4: ALL APPLICATIONS OVER PRIVATE LAND**

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.

COPY



- Pending Application
- Live Tenement
- Application over Live Tenement

340000mE

350000mE

360000mE

COOLGARDIE M F COOLGARDIE DIST 15 COOLGARDIE SHIRE

L 15/298

E 15/1636

6470000mN

-31°55'

UCL

6460000mN

-32°

MZ 2

E 63/1783

DUNDAS M F 63

DUNDAS SHIRE

L 63/80

6450000mN

-32°00'

UCL

E 63/1825

6440000mN

-32°10'

121°20'

121°25'

121°30'

COPY

Scale: 1:150,000

0 3 6 9 12 15 km

This map has been compiled from various data sources provided to the Department of Mines, Industry Regulation and Safety. The Department is not responsible for any errors or omissions. The Department is not responsible for any errors or omissions. The Department is not responsible for any errors or omissions. The Department is not responsible for any errors or omissions.

Form 21

WESTERN AUSTRALIA

Mining Act 1978

(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

**APPLICATION FOR MINING TENEMENT**

(a) Type of tenement	(a) Miscellaneous Licence	No. L 63/81
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /	(c) DUNDAS
(c) Mineral Field		
For each applicant:	(d) and (e)	(f) Shares
(d) Full Name and ACN/ABN	METEORE METALS PTY LTD (ACN: 097 759 325) C/- WESTERN TENEMENT SERVICES, PO BOX 3285, EAST PERTH, WA, 6892	50
(e) Address	BARRA RESOURCES LIMITED (ACN: 093 396 859) C/- WESTERN TENEMENT SERVICES, PO BOX 3285, EAST PERTH, WA, 6892	50
(f) No. of shares		
(g) Total No. of shares		(g) Total 100
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) LAKE COWAN SOUTH (i) Datum is situated @ Zone 51 GDA94 co-ordinates 6438277.048mN and 380002.284mE, thence; (j) 6438283.896mN and 380572.625mE, thence 6437692.416mN and 381405.150mE, thence 6437633.729mN and 381725.839mE, thence 6438125.269mN and 383491.769mE, thence 6437886.308mN and 384044.480mE, thence 6437509.324mN and 383856.450mE, thence 6437690.960mN and 383458.761mE, thence 6437204.877mN and 381742.380mE, thence 6437294.298mN and 381242.245mE, thence 6437860.912mN and 380454.264mE, thence 6437855.633mN and 380007.273mE, thence BACK TO DATUM Purposes: a search for groundwater.	
(h) Locality		
(i) Datum Peg		
(j) Boundaries		
(k) Area (ha or km <sup>2</sup> )	(k) 177.76160 HA	
(l) Signature of applicant or agent (if agent state full name and address)	(l) <i>Fadi Dahdal</i> 77 BENNETT STREET, EAST PERTH, WA, 6004	Date: 02/08/2018

**OFFICIAL USE**

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 6th day of September 2018 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	11:25:44	on	2 August	2018	with fees of
Application	\$500.00				
Rent	\$89.00				
TOTAL	\$589.00				
Receipt No:	85754859051				

*[Signature]*  
Mining Registrar

**NOTES**

**Note 1: EXPLORATION LICENCE**

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

**Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE**

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

**Note 3: GROUND AVAILABILITY**

- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
  - (a) public plan search; (b) register search; (c) ground inspection.

**Note 4: ALL APPLICATIONS OVER PRIVATE LAND**

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.

COPY

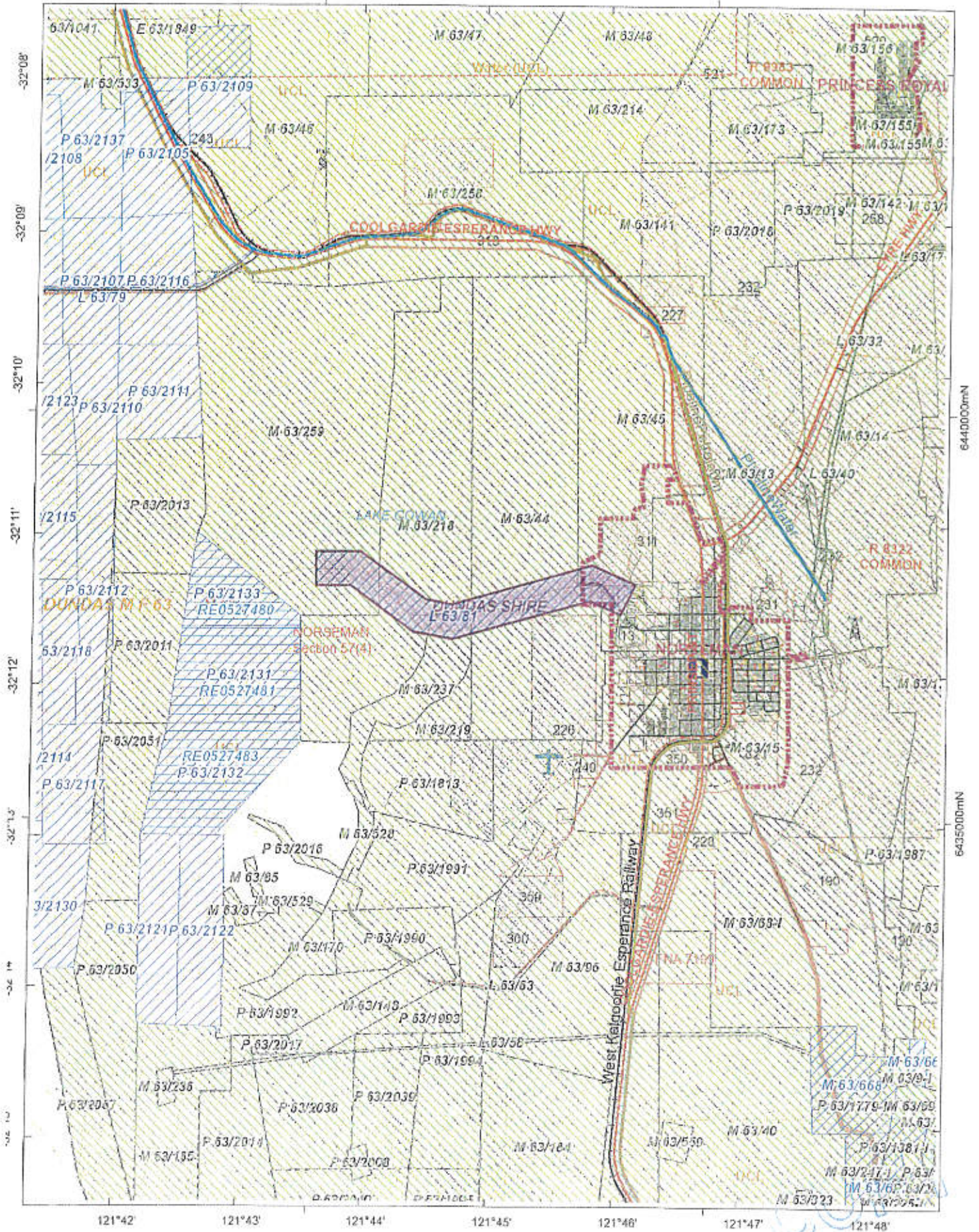




- Pending Application
- Live Tenement
- Application over Live Tenement

380000mE

385000mE



-32°08'  
-32°09'  
-32°10'  
-32°11'  
-32°12'  
-32°13'  
-32°14'

6440000mN  
6435000mN

121°42' 121°43' 121°44' 121°45' 121°46' 121°47' 121°48'

This plan has been prepared from various data sources received from a number of agencies and with information supplied by applicants or mining tenement holders. The responsibility is accepted for any error or omission. The information is as at 02/08/2018. Although this information is provided to the public, it is not intended to be used for legal purposes. For more information, please contact the Department of Mines, Industry Regulation and Safety. This plan is not to be used for legal purposes. For more information, please contact the Department of Mines, Industry Regulation and Safety. This plan is not to be used for legal purposes. For more information, please contact the Department of Mines, Industry Regulation and Safety.

Scale: 1:60,000





10.2.2

RFT 01/18 - Panel Tender for Plant Hire

# REQUEST FOR TENDER

<b>Request for Tender (RFT):</b>	Shire of Dundas Preferred Supplier Panel – Plant Hire (2 year period panel contract)
<b>Deadline:</b>	4.00pm WST Monday, 15 October 2018
<b>Address for Delivery:</b>  <b>NOTE:</b> Tenders must be placed in a sealed envelope clearly marked 'RFT 01 / 18'. Failure to clearly mark the envelope could jeopardise the confidentiality of the Tender.  The Shire of Dundas accepts no responsibility for submitted Tenders failing to be in the Tender Box at the time and date of closing. Late Tenders will not be accepted.  Electronic mail (email) or facsimile Tenders <u>will not</u> be accepted.	Tender Box Shire of Dundas Administration Centre 88-92 Prinsep Street PO Box 163 NORSEMAN WA 6443
<b>RFT Number:</b>	<b>01 / 18</b>
<b>Tender Opening</b>	Tenders will be opened at 4.30 pm WST on Monday, 15 October 2018 at the Shire of Dundas Administration Office, 88-92 Prinsep Street, NORSEMAN WA 6443

Tenderers must ensure that they have provided two signed copies of their Tender (one to be marked "ORIGINAL" and unbound, the other to be marked "COPY" and bound). Any brochures or pamphlets must be attached to both the original and the copy.

The original must be unbound and clipped [not stapled or bound in any way (no ring binders)]. Must be suitable for scanning / photocopying.

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# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Dundas Preferred Supplier Panel will enable the Shire to engage identified contractors to supply various items of plant hire to support the delivery of Council's annual maintenance and capital works programs.

This Contract will be a panel type Contract for a period of Two (2) years with the possibility of two (2) by one (1) year extensions, subject to the Principal's approval .

### NOTE:

**As the Contract is a panel type Contract requesting various service provisions and plant hire, Contractors are required to submit a Tender for the Contract only for individual items and services they feel they can effectively fulfil. Tenders will be assessed on each individual area of submission.**

A full statement of the services required under the proposed Contract appears in the Specification - Part 2 and Special Conditions of Contract - Appendix A.

## 1.2 REQUEST FOR TENDER DOCUMENTS

### BOUND INTO THIS VOLUME

This Request for Tender is compromised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification (read and keep this part);
- (c) Part 3 – Respondent's Offer (**complete and return this part**);
- (d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part);
- (e) Part 5 – Appendix B – Formal Instrument of Agreement & General Conditions of Contract (read and keep this part).

### REFERENCE DOCUMENTS

- (a) Local Government Act 1995;
- (b) Local Government (Functions & General) Regulations 1996;
- (c) Occupational Safety & Health Act 1984 (State);
- (d) Occupational Safety & Health Regulations 1996 (State);
- (e) State Records Act 2000;
- (f) Freedom of Information Act 1992;
- (g) Public Interest Disclosure Act 2003; and
- (h) Shire of Dundas Policies, the Shire does have a Buy Local Policy.

## 1.3 DEFINITIONS

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

<b>Attachments:</b>	The documents you attach as part of your Response.
<b>Council's Contract Authority:</b>	Means Council's Chief Executive Officer or nominated representative.
<b>Contractor:</b>	Means the person or persons, corporation or corporations whose Response is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Response.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in Part 1 and incorporated in a Contract.
<b>Offer:</b>	Your offer to be selected to supply the Requirements.
<b>Principal:</b>	Shire of Dundas occasionally referred to in this document as the "Shire".
<b>Request:</b>	This document.
<b>Requirements:</b>	The work requested by the Principal.

<b>Selection Criteria:</b>	The criteria used by the Principal in evaluating your Response.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Tender:</b>	Completed Offer form, response to Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.

## 1.4 HOW TO PREPARE YOUR RESPONSE

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (refer section 2 Specification).
- (c) **Save this document to your computer.**
- (d) **Complete (Part 3) electronically on your computer**
- (e) **Complete, relevant components of section 3.4, electronically on your computer, that outline the services you wish to be considered for.**
- (f) **Print out, sign and return the Offer (Part 3)** in all respects and include all Attachments.
- (g) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (h) Lodge your Tender before the Deadline.

## 1.5 CONTACT PERSONS

All communication between potential Tenderers and the Principal prior to the Deadline must be in writing.

At the sole discretion of the Principal, responses to questions may be forwarded to the questioner only, or broadcast to all potential Tenderers appearing on the Principal's records as having received the RFT. The Principal may offer the questioner an opportunity to withdraw a question before the Principal broadcasts the response.

Tenderers should not contact any other person or rely on any information provided by any person other than:

**Name:** Peter Crawford  
**Position:** Manager Works and Services  
**Telephone:** 08 9039 1205  
**Mobile:** 0427 391 359  
**E-mail:** [works@dundas.wa.gov.au](mailto:works@dundas.wa.gov.au)

Requests for information will only be accepted through a formal email request. The applicant will provide the Principal with person's name and contact details, the section the question relates and the information requested in detail. The Principal will either contact the respondent by phone or return email dependant on the detail of the information required.

No requests for information or clarification to the Tender Documents will be accepted later than one (1) working day prior to the closing date of Tender.

## 1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

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 Respondents may be short listed and may also be required to clarify their Tender, make themselves available for an interview, and demonstrate the proposed services offered. Referees may also be contacted prior to the selection of the successful Tender.

Successful preferred suppliers whose Tender for each specific component is considered the most advantageous Tender to the Principal will be listed on the Shire of Dundas's Preferred Supply Panel for each relevant component.

## 1.7 SELECTION CRITERIA

The Contract may be awarded to a 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 the 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 Response containing the lowest price will not necessarily be accepted, nor will the offer ranked the highest on the qualitative criteria.

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

### 1.7.1 Compliance Criteria

These criteria are detailed within Part 3 of this document and will not be point scored. Each Response 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.

### 1.7.2 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tender response against the qualitative criteria as detailed within Part 3 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.

**NOTE: 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 evaluation process or a low score.

### 1.7.3 Price Considerations

The Council has resolved to consider Tender submissions by qualitative criteria as outlined in Clause 3.3.2 of this document, therefore the price is assessed with quality.

## 1.8 PRICE BASIS

### FIXED PRICES

All unit prices for goods / services offered under this Request for Tender are to be fixed for the first year of the Contract, then the successful Contract will have a 30 day period (from the 1<sup>st</sup> anniversary of the Contract date) to renegotiate any units prices which may be subject to increases. Any proposed increase in contracted unit rate must be accompanied with supporting information to show relevant increase to cost to the Contractor.

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.

## 1.9 CONDITIONS OF TENDERING

### 1.9.1 Lodgement of Tender and Delivery Method

The Tender must be lodged by the Deadline.

**The Deadline for this Request is 4.00pm Monday 15 October 2018.**

The Tender is to be delivered in hard copies in accordance with this clause:

- (a) Delivered in hard copy, the Tender is to be:
  - (i) placed in a sealed envelope clearly endorsed with the Tender number and title as shown on the front cover of this Request; and
  - (ii) delivered by hand and placed in the Tender Box at the Shire Administration Centre, 88-92 Prinsep Street, Norseman (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Tender Box, Shire of Dundas, PO Box 163, Norseman WA 6443.

Tenderers must ensure that they have provided two signed copies of their Tender (one to be marked "ORIGINAL" and unbound, the other to be marked "COPY" and bound). Any brochures or pamphlets must be attached to both the original and the copy.

The original must be unbound and clipped [not stapled or bound in anyway (no ring binders)]. Must be suitable for scanning / photocopying.

All pages must be numbered consecutively and the Tender must include an index.

**1.9.2 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that it is not submitted at the time and at the place specified in the Request.

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

- (a) the Tenderer does not submit an Offer Form which has been completed and signed together with all the required Attachments; or
- (b) the Tender fails to comply with any other requirements of the Request.

**1.9.3 Late Tenders**

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than stipulated in this Request;

will not be accepted for evaluation and returned unopened to the Tenderer.

**1.9.4 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders will be for the full requirement and the Principal will not accept Tenders offering part services. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

**1.9.5 Disclosure of Contract Information and Documents**

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.

**1.9.6 Alternative Tenders**

All Alternative Tenders **MUST** be accompanied by a conforming Tender.

Tenders may be submitted as Alternative Tender 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 such Alternative Tender as invalid.

If the Tender is marked as an Alternative Tender, 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.

**1.9.7 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 Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.9.8 Registration or Licensing of Contractors**

Where an act or ordinance of the State of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer must state on the Tender Form in the space provided, its registration or license number.

The Tender **will not** be considered if the Tenderer fails to provide such registration or license number.

### **1.9.9 General Conditions of Contract**

Responses will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services (**refer to Appendix A**).

### **1.9.10 Precedence of Documents**

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

### **1.9.11 Presentation of Documents**

This document has been collated by mechanical means and Tenderers should check to ensure that it includes all pages, which are numbered consecutively, and that all supplements referred to are also included.

Supplements that have been referred to in any section of the Specification are included at the back of this document and must be read in accordance to the section which they refer.

### **1.9.12 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks; contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tender 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.

### **1.9.13 Disclaimer**

The contents of this Request for Tender (RFT) are believed to be accurate at the date of this RFT. The statements, opinions, projections, forecasts or other information contained in this RFT may change.

### **1.9.14 Goods & Services Tax (GST)**

Tendered prices must exclude Goods & Services Tax (GST).

For the purpose of this clause:

"GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

"GST Act" means A New Tax System (Goods and 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.

"Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the requirement subject of this Request or any part thereof is a taxable supply under the GST Act, the price fee or rates tendered by the Responder must be exclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal must be entitled to (though not obliged) to take into account the effect of the GST upon each Tender.

### **1.9.15 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 the issued Request documents before the Deadline.

### **1.9.16 Risk Assessment**

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
  - (b) 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.

### **1.9.17 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a 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 is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.9.18 Canvassing of Elected Members or Officers**

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be), or Officers with a view to influencing the acceptance of any Tender made to it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal will omit the Tenderer from consideration.

### **1.9.19 Identity of the Tenderer**

The identity of the Respondent and the Contractor is fundamental to the Principal.

The Respondent is 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.

### **1.9.20 Tender Opening**

Tenders will be opened in the Principal's offices, following the advertised Deadline.

The names of the persons who submitted a Tender by the 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 at 4.30pm (AWST) on Monday 15 October 2018 at the Shire of Dundas Administration Office, 88-92 Prinsep Street, Norseman.

#### **NOTE:**

The tendered prices **will not** be disclosed at the opening of this Tender.

### **1.9.21 In-house Tenders**

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

### **1.9.22 Negotiations in Good Faith**

This Tender is a binding Contract for a two (2) year period with the possibility of two (2) by one (1) year extensions, subject to the Principal's approval. It is acknowledged that costs, items, supply, conditions and other issues may change during the term of this Contract. In Contract law, the implied covenant of good faith is a general presumption that the parties to a Contract will deal with each other honestly, fairly, and in good faith, so as to not destroy the right of the other party or parties to receive the benefits of the Contract.

For the period of this Contract, the term "good faith" means to act with honest intent regardless of the outcome. The Principal agrees to openly discuss and contribute towards resolving any issues that arise in good faith. The successful Tenderer is also expected to adopt this concept.

## 2 SPECIFICATION

### 2.1 GENERAL

It is expected that the plant hire will be available to commence as required by Monday, 22 October 2018, and be available for the full two (2) year period as required. Items will be selected on the basis of the most economically and efficient method of completing the task within the budget and timeframe.

Each item of plant and equipment shall be fully self-contained, which means:

- Provided with a suitably qualified and experienced operator
- Must be able to provide sufficient fuels and oils for the terms of its use.
- Must be responsible for own maintenance and servicing.
- Must include full accommodation cost for operator(s) and any service staff.
- Must be fully insured to indemnify the Shire of Dundas from loss or damage.

This Contract will be a panel type Contract for a period of two (2) years with the possibility of two (2) by one (1) year extensions, subject to the Principal's approval.

Each component of this Tender will endeavour to short list five (5) preferred suppliers, however the total number of short listed suppliers will be at the discretion of Shire staff relevant to the quality of submissions received and services required. At all times Shire staff will operate within the confines of the Local Government Act in conjunction with the Shire's Purchasing Policy. The procurement methodology for the contracting of itemised services will be undertaken on a case by case basis at the discretion of the relevant Shire officer in accordance with the relevant purchasing procedures, price and availability.

Where possible Shire officers will be encouraged to seek multiple quotations on a project by project basis from organisations short listed on the Shire of Dundas's Preferred Supplier Panel.

The Shire is under no obligation to use suppliers short listed on the Preferred Supply Panel, and may use their own plant and workforce, and / or an alternative Contractor to complete tasks. The actual selection of a Contractor will be solely at the relevant Shire officer's discretion, based on a project by project basis and provide the best suitable outcome for the Shire of Dundas.

The successful short listed preferred suppliers will have no claim against the Shire of Dundas should they not be awarded any particular task or services.

Should any of the short list preferred suppliers not be able to carry out the works or supply satisfactory items of plant or services, then the Shire of Dundas will go to the industry market to source the appropriate item of plant or service.

Below is a list of plant that may be required during the term of the hire.

Grader (Up to 140 Kw)  
 Tip Truck (10m<sup>3</sup>)  
 Semi Side Tipper (?M<sup>3</sup>)  
 Double Train Side Tippers (?m<sup>3</sup>)  
 Loader (3m<sup>3</sup>)  
 Roller (Multi 15 tonne)  
 Roller (Vibratory 13 tonne)  
 Water Truck (15,000 ltrs)  
 Semi Water truck (26,000 ltrs)  
 Dozer (Up to 200 Kw)  
 Dozer (Up to 300 Kw)  
 Excavator (up to 20 tonnes)  
 Excavator (up to 35 tonnes)  
 Low Loader (Tandem)  
 Low Loader (Tri Axle)

It is expected that the successful Contractor will submit all company details, staff qualifications, current licenses, qualifications, machinery specification, capacity and insurance certificates applicable for the efficient, effective and safe provision of the services requested.

It should be clearly understood that this is a two (2) year period panel Contract and some projects may be remote in location and only items of plant or services will be selected if all regulatory compliances are current and the items of plant and services are fit for purpose at the discretion of the Site Project Manager. Worksite safety is our highest priority.

## **2.2 THE CLIENT**

The client is the Shire of Dundas and the Manager Works and Services will be the direct Contact for the duration of this Contract, along with other Engineering Department staff with whom it will be necessary to consult on a regular basis.

## **2.3 SITE DETAILS**

All works to be carried out under the Contract will be within the Shire of Dundas. The Tenderers should make themselves aware of the entire Shire area, and submit only services and equipment that are able to safely service the entire Shire.

## **2.4 CLIENT APPROVALS**

The successful Tenderer must obtain the approval of the relevant Shire contact person (by way of obtaining a Shire of Dundas purchase order) prior to commencing any works. Failure to obtain a valid purchase order may result in not being paid for such works.

## **2.5 SHIRE OF DUNDAS RESOURCES**

The Shire of Dundas will be responsible for the following information pertaining to the project area:

- State Government agencies approval
- Funding
- Contractor induction
- Strategic documents
- All relevant Council policies

## **2.6 TENDER BRIEFING SESSION**

A tender briefing session will be held at the Shire of Dundas Administration Centre, with all prospective tenderers. The meeting will commence on Friday, 28 September 2018 at 10:00am. Please phone Renee on (08) 9039 1205 or email [works@dundas.wa.gov.au](mailto:works@dundas.wa.gov.au) to register your attendance prior to the briefing session.

## 3 TENDERER'S OFFER

### 3.1 OFFER FORM

Chief Executive Officer  
Shire of Dundas  
88-92 Prinsep St, Norseman  
PO Box 163  
NORSEMAN WA 6443

I / We: \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
\_\_\_\_\_  
(ADDRESS)

ABN / GST Status: \_\_\_\_\_ ACN (if any): \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

Email (if any): \_\_\_\_\_

#### In response to Request for Tender: 01 / 18 Preferred Supplier Panel – Plant Hire

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

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

I / We agree that there shall 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: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**PART 3**

**COMPLETE AND RETURN THIS PART**

Witness Signature: \_\_\_\_\_

Name of witness:  
(BLOCK LETTERS) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## 3.2 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 Principal as they form part of your Response).

### 3.2.1 Referees

Attach details of your referees, and label it <b>"Referees"</b> . You should give examples of services provided for your referees (at least two).	<b>"Referees"</b>	Tick if attached <input type="checkbox"/>
---	-------------------	--

### 3.2.2 Subcontractors

NOT PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE PRINCIPAL
---

### 3.2.3 Conflicts of Interest

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?	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 <b>"Conflicts of Interest"</b> .	<b>"Conflicts of Interest"</b>	Tick if attached <input type="checkbox"/>

### 3.2.4 Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled <b>"Insurance Coverage"</b> . A copy of the Certificate of Currency is to be provided to the Principal within Five (5) working days of acceptance.				<b>"Insurance Coverage"</b>	Tick if attached <input type="checkbox"/>
Type	Insurer - Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Workers Compensation					
Professional Indemnity					
Plant, Equipment & Vehicle insurance					



### 3.3 SELECTION CRITERIA

#### 3.3.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

DESCRIPTION OF COMPLIANCE CRITERIA	YES / NO
• Compliance with the Specification contained in the Request.	Yes / No
• Compliance with the Conditions of Tendering this Request.	Yes / No
• Compliance with and completion of the Price Schedule.	Yes / No

#### 3.3.2 Qualitative Criteria

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

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

DESCRIPTION OF QUALITATIVE CRITERIA	WEIGHTING %
<b>A) Capabilities</b> <b>Outline the skilled personnel and equipment that your company can provide the Shire of Dundas.</b> <ol style="list-style-type: none"> <li>Key personnel (max 5%)</li> <li>Relevant equipment (max 25%)</li> </ol>	30%
<b>B) Relevant experience in providing this service (include referees)</b> <b>Provide details of previous successful delivery of services:</b> <ol style="list-style-type: none"> <li>1 paragraph description outlining scope of work (max 5%),</li> <li>Referees (max 5%) - Must include referee details.</li> </ol>	10%
<b>C) Local Supplier</b> <b>Outline the primary location of your business</b> <ol style="list-style-type: none"> <li>Shire of Dundas (max 25%)</li> <li>Regional WA (max 5%)</li> </ol>	30%
<b>D) Indicative Prices</b> <b>Provide indicative unit rates for the following relevant items where applicable</b> <ol style="list-style-type: none"> <li>Equipment (max 25%)</li> <li>Other (max 5%)</li> </ol>	30%

### 3.4 SERVICES AND PRICE INFORMATION

Tenderers **must** complete the following "Services and Price Schedule". Before completing the Services and Price Schedule, Tenderers should ensure they have read this entire Request for Tender.

Price information, specifically unit rates for various items of equipment and services, will provide the Shire with an indicative pricing schedule for the various items. It will also allow the Shire to engage the relevant contractor at a predetermined rate for specific services where the work required can be on a simple schedule of rates basis.

For more complex projects Shire staff may develop a scope of works and seek lump sum quotes or cost estimates from the relevant contractors on the Panel. Such projects will be on an as needs basis and the selection of invited contractor/s will be at the discretion of the relevant Shire staff member.

Where Shire staff required contractor input into the development of the scope for specific projects they may issue a Request for Proposal asking the contractor/s to develop a cost estimate which includes clarification of scope and a delivery methodology.

#### 3.4.1 Electronic Funds Transfer (EFT)

Do you have the facility for payments by EFT? Yes  No

#### 3.4.2 Services and Price Schedule

**Contract No:** RFT 01 / 18

**Description:** Preferred Supplier Panel – Plant Hire

**Contractor:** \_\_\_\_\_

The Shire of Dundas has a requirement to hire various plant (with operator), equipment and services to deliver a number of projects along with the Council's annual maintenance and capital works program.

This Contract will be a panel type Contract for a period of two (2) years with the possibility of two (2) by one (1) year extensions, subject to the Principal's approval.

Below is a list of plant and services required and the tasks these are likely to be undertaking during the term of the hire.

LIST OF SERVICES	Tick If Submitting
Grader (Up to 140 Kw)	<input type="checkbox"/>
Tip Truck (10m <sup>3</sup> )	<input type="checkbox"/>
Semi Side Tipper (?M <sup>3</sup> )	<input type="checkbox"/>
Double Train Side Tippers (?m <sup>3</sup> )	<input type="checkbox"/>
Loader (3m <sup>3</sup> )	<input type="checkbox"/>
Roller (Multi 15 tonne)	<input type="checkbox"/>
Roller (Vibratory 13 tonne)	<input type="checkbox"/>
Water Truck (15,000 ltrs)	<input type="checkbox"/>
Semi Water truck (26,000 ltrs)	<input type="checkbox"/>
Dozer (Up to 200 Kw)	<input type="checkbox"/>
Dozer (Up to 300 Kw)	<input type="checkbox"/>
Excavator (up to 20 tonnes)	<input type="checkbox"/>
Dozer (Up to 300 Kw)	<input type="checkbox"/>
Excavator (up to 20 tonnes)	<input type="checkbox"/>
Excavator (up to 35 tonnes)	<input type="checkbox"/>

**PART 3**

**COMPLETE AND RETURN THIS PART**

<b>CAPABILITIES (MAX 30%)</b>	
<b>Key Personnel</b> <i>(Insert rows as required)</i> <ul style="list-style-type: none"><li>• Add key personnel details as required</li><li>• EG Bob Smith (Truck driver, 20 years experience, 1 paragraph biography)</li></ul>	15%
1.	
2.	
3.	
4.	
5.	
<b>Key Equipment</b> <i>(Insert rows as required)</i> <ul style="list-style-type: none"><li>• Eg Grader, Loader, Side Tipper, etc</li><li>• Insert new line for equipment item</li></ul>	15%
1.	
2.	
3.	
4.	

**PART 3**

**COMPLETE AND RETURN THIS PART**

<b>PREVIOUS EXPERIENCE (MAX 10%)</b>	<b>Relevant Category (list category to each relevant item)</b>
<b>Previous Project Delivery</b> <ul style="list-style-type: none"><li>Eg Resheeting Project, Shire of Woodlands, March-June 2017</li><li>include Client Referee and Contact person's details</li></ul>	5% 5%
1.	
2.	
3.	
4.	
5.	

<b>LOCATION OF BUSINESS PREMISES (MAX 30%)</b>
--

List location of business premises and relevant contact details. (ie Head Office and Satellite Office)
--

<b>Head Office -</b> <b>Street Address -</b> <b>Postal Address -</b> <b>Office Telephone -</b> <b>Email -</b> <b>Website -</b>
---

<b>Satellite Office -</b> <b>Street Address -</b> <b>Postal Address -</b> <b>Office Telephone -</b> <b>Email -</b> <b>Website -</b>
--

Insert new line for any other relevant offices
--

<b>WALGA Preferred Supplier or CUA</b>
--

<b>Is your company currently a WALGA Preferred Supplier or hold WA State Government Common User Agreement (CUA)</b>	<b>Y/ N</b>
---	-------------

<b>Please list the supply contract that your company falls under</b>	<i>(List WALGA Preferred Supplier or CUA Contracts here)</i>
--	--

<b>PRICING (MAX 30%)</b>		
<b>Position Title (List applicable Plant Titles with relevant hourly/kilometres rate – insert rows below as required)</b>	<b>Rate</b>	<b>Unit</b>
		per hour
		per hour
		per hour
		per hour
		per kilometre

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Respondent may include additional information and prices at this section.

## **APPENDIX A - SPECIAL CONDITIONS OF CONTRACT**

### **PERIOD OF CONTRACT AND TERMINATION**

#### **SUPPLY CONTRACT**

The Contract is to be completed on supply of the Requirements.

### **INSURANCES**

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

- (a) Public liability insurance in the sum of at least \$10,000,000 (Ten million) in respect of any one occurrence and for an unlimited number of claims.
- (b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).
- (c) Professional indemnity insurance in the sum of at least \$1,000,000 (one million) in respect of any one occurrence and for an unlimited number of claims, only if supplying professional services
- (d) Plant, Equipment & Vehicle insurance cover (including fire, theft and damage cover) but with no minimum amount specified.

### **FEE FOR SERVICE**

The Contract is on the basis of a fee for services provided. Should the project at any point and for any reason not proceed to completion, then payment will be on the basis of the works/services provided and agreed at the point the project ceases and the Contract will be terminated.

### **PAYMENT TERMS**

For the supply of all services under this Contract a lump sum payment will be made at the completion of the specified works.

Payment may be in the form of program claims for each milestone achieved as negotiated with the successful Tenderer(s) and the Project Manager. Tenderers may submit their preferred payment schedule for consideration. This schedule will not form part of the assessment criteria.

Payment for work performed shall be made at the applicable tendered rate. Council reserves the right to make deductions for any failure on behalf of the Contractor to execute the works in accordance with this specification.

The rates and prices entered shall include fully for all the obligations of the Tenderer under the Contract.

The Council shall pay each invoice on net thirty (30) days of the date of receipt of the invoice, provided and to the extent that nothing in the invoice is in dispute.

### **ELECTRONIC FUNDS TRANSFER (EFT)**

The Principal shall pay the Contractor by Electronic Funds Transfer (EFT) and the Contractor shall provide all the necessary information required to facilitate EFT payment processing. The Principal guarantees the confidentiality and security of all such information provided by the Contractor.

### **CONTRACTOR RECORD KEEPING OBLIGATIONS**

The Contractor shall maintain and submit records each day, or as directed by the Project Manager, in accordance with the State Records Act 2000 and Clause 4, Conditions of Contract for Services.

### **CONFIDENTIALITY, OWNERSHIP & USE OF INFORMATION**

Confidentiality, ownership and use of information generated by the Contract shall be in accordance with the Conditions of Contract.

All material and information acquired (including any photographic documentation) during the course of the project will become the exclusive property of the Shire of Dundas. All copyright created, as a result of the project shall vest in the Shire of Dundas.

## **NATIONAL STANDARD FOR CONSTRUCTION WORK – OCCUPATIONAL SAFETY & HEALTH REGULATIONS 1996**

Where there are 5 or more contracted workers working at a worksite this is deemed to be a Construction Worksite and the Contractor will be required to provide a Safe Work Plan as per the National Standard for Construction Work.

### **DISPUTE RESOLUTION**

In the first instance, Project Manager or the Manager Works and Services will negotiate a dispute resolution in good faith before implementing the following dispute resolution process.

- (a) Any question dispute or difference of any kind arising out of or in connection with the Contract must be resolved in accordance with this Clause.
- (b) A Project Manager or the Manager Works and Services of each of the parties must meet within 2 Business Days after the date when one party serves on the other a Notice and in good faith, attempt to resolve the Dispute.
- (c) If within 2 Business Days of the first meeting under, the Dispute is not resolved, the Principal or the Principal's delegate and the Contractor, or the Contractor's delegate must meet within 5 Business Days of the expiry of the 2 Business Days and, in good faith, attempt to resolve the Dispute.
- (d) If the Dispute is not resolved within 20 Business Days of the first meeting, or such further time as may be agreed, the parties must refer the Dispute to conciliation by an accredited conciliator agreed by the parties, or failing agreement on the conciliator and terms of appointment within a further 5 Business Days, an accredited conciliator appointed by the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia. The terms of the appointment must be in accordance with the Institute of Arbitrators and Mediators Australia Conciliation Rules. The location of the conciliation shall be Perth, Western Australia or other location determined by the Principal.
- (e) The reference to conciliation will commence when either party gives notice to the other requiring resolution of the Dispute.
- (f) The parties agree to participate in the conciliation in good faith. Any information or document obtained through or as part of the reference to conciliation is confidential and may not be used for any purpose other than the settlement of the Dispute.
- (g) The parties will share equally the conciliator's fees for any conciliation.
- (h) If the Dispute is not resolved within 15 Business Days of the commencement of the reference to conciliation, either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.
- (i) Unless the Parties agree otherwise in writing, the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia is appointed as the Prescribed Appointor for all disputes.
- (j) Subject to circumstances beyond the control of the parties permitting, each party must continue to perform the Contract even though a Dispute exists or proceedings have been commenced.

### **TERMINATION OF CONTRACT**

The Shire of Dundas reserves the right to terminate the Contract by 7 days advice in writing in the event of any of the following circumstances:

- (a) Failure on the part of the Contractor or Service Company, their employees or agents, to achieve performance goals as agreed between both parties prior to signing of the Contract.



- (b) Failure on the part of the Contractor, Service Company, their employees/agents, to maintain the good name of the Shire of Dundas through any misleading or improper conduct.
- (c) Insolvency of the Contractor or Service Company.
- (d) Any improper or unacceptable behaviour or activities of the Contractor, service company or their employees/agents which can reasonably be shown to affect the provision or quality of service under this agreement and which is not remedied within seven days after receipt of the complaint by the Contractor or service company.
- (e) If an event of termination occurs and a termination notice is served on the Contractor or Service Company, any alliance under the Contract will come to an end.
- (f) The Shire of Dundas reserves the right to immediately make arrangements for the provision of service to meet the needs of ratepayers as specified in the Tender document. Further, that all costs involved in securing a new service over and above that which would have been paid to the original Contractor or service provider during the Contract period will be recovered.
- (g) Nothing in this part will preclude the Shire of Dundas from recovering damages suffered from the Contractor/service company as a result of early termination of the Contract.

**APPENDIX B - FORMAL INSTRUMENT OF AGREEMENT  
AND GENERAL CONDITIONS OF CONTRACT**

CONTRACT NO.

RFT 01-18

AGREEMENT

BETWEEN

Shire of Dundas

&

---



**2 Constitution of this Contract**

The following documents attached hereto (including any alterations made and initialled by both parties) shall constitute this Contract, namely the following:

- a) correspondence to the extent it varies any aspect of this Contract;
- b) this document;
- c) Specification and Special Conditions;
- d) Price/Rates Schedule; and
- e) Contractor's Tender submission of .....

In construing this Contract and in the event of any inconsistency in these documents, the order of precedence shall be from (a) to (e) as set out in this clause.

**3 Consideration**

In consideration of the satisfactory, timely and complete performance of the Services by the Contractor in accordance with the Contract, the Principal shall pay to the Contractor the amount calculated on the basis of the price or such other contract sum as may become payable to the Contractor pursuant to the provisions of the Contract.

**4 Contractor's Warranty**

The Contractor Warrants that it has significant knowledge and experience in providing the Services and that it has and will continue to have an adequate, skilled, competent and fully trained organisation capable in all aspects of performing the Services.

EXECUTED by the Parties

SIGNED by

\_\_\_\_\_

Peter Fitchat  
Chief Executive Officer

in the presence of:

\_\_\_\_\_  
(Note: **Witness** must sign and then print name)

WITNESS: NAME \_\_\_\_\_

**PART 5**

**READ AND RETAIN THIS PART**

SIGNED by the said  
**(Contractor)**

\_\_\_\_\_  
Signature of Director

Of .....

A.B.N. ....

in the presence of:

\_\_\_\_\_  
(Note: **Witness** must sign and then print name)

WITNESS: NAME \_\_\_\_\_



### 10.2.3

RFT 02/18 – Supply of Mechanical Repairs & Maintenance and Tyre Repairs & Replacement

## Shire of Dundas

### REQUEST FOR TENDER

#### Provision of Mechanical Repairs and Maintenance and Tyre Repairs and Replacements

#### RFT Number: 02/18

Initial Contract Period 22 October 2018 – 22 October 2020 (2 years); with two (2) possible single yearly extensions thereafter, a total of four (4) years maximum. Any extensions will be subject to the Principal's approval.

All enquiries: To be directed to **Peter Crawford, Manager Works and Services, Shire of Dundas,**  
Tel 9039 1205 or [works@dundas.wa.gov.au](mailto:works@dundas.wa.gov.au)

#### TENDER DEADLINE: Monday, 15 October 2018 at 4:00PM WST

- TENDERS MUST BE RECEIVED NO LATER THAN THE DEADLINE
- TENDERS SENT BY EMAIL AND FACSIMILE TRANSMISSION WILL NOT BE ACCEPTED
- TENDERS WILL BE OPENED IN THE SHIRE OFFICE ON MONDAY, 15 OCTOBER 2018 AT 4:30PM WST

Tenders must be delivered –

By hand to –

The Tender Box  
Shire of Dundas  
88-92 Prinsep Street  
NORSEMAN WA 6443

OR

By post to –

The Tender Box  
Shire of Dundas  
PO Box 163  
NORSEMAN WA 6443



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## Part 1

### READ & KEEP

## Conditions of Tendering

### Interpretation

Italicized text used in this Request for Tender are defined for this Document only. Refer to Australian Standard (AS) HB50 Glossary of Building Terms for definitions of other building industry terms. Defined words not italicized in the Request for Tender Specification are to be taken as defined text. Immediate notification is to be made to the Superintendent for definition and clarification.

### 1.1 Definitions

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

**Alternative Tender:** A Tender in which the Tenderer consciously deviates from the Specification;

**Attachments:** The Documents you attach as part of your Tender;

**Building Code(s):** All current construction Codes from The Australian Building Codes Board.

**Canvass:** To solicit or influence judgment or outcome in the due process of a Tender process.

**Code(s):** All current construction Codes from The Australian Building Codes Board, Building Acts and referenced Documents in those Codes or Acts. If no Code or Act can be sourced for a construction requirement construction industry regulatory requirements shall be used in its place after receiving clarification from the Superintendent.

**Consultant:** Licenced design professional associated with Contract Documentation and drafting (Technical Drawings) for building and construction Works. e.g. an Architect or Engineer.

**Consumer Price Index:** Means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

**Contract:** Legal binding agreement between the Tenderer and the Principal for this RFT. The project contract will consist of the successful Tenderer's Tender RFT submission including: appendices, referenced Documents herein, the Conditions of Tendering, the terms and conditions of Contract including and any Special Conditions of Contract;

**Contract Date:** The date by which the Formal Instrument of Agreement is signed by both parties;

**Sample:** A quality assurance sample of product for installation to be approved by the Superintendent. This sample is to govern the minimum Standard for installation.

**Deadline:** The Deadline for lodgement of the Tender stipulated on the front of this Request for Tender;

**Deliverable(s):** a tangible or intangible object produced to meet the Requirements of this RFT. A Deliverable could be a report, a Document, a Drawing, physical building upgrade or any other accumulation of items to complete a stage or part thereof. It is an outcome to be achieved as listed in the Requirements of the RFT;

**Document(s)/ Documented/Documentation:** Technical product or products under use to illustrate and denote the Requirements and Deliverables in the RFT. The set of technical Documents provided as appendices of this Document and the associated referenced material;

**General Conditions of Contract:** Means the terms and conditions of Contract attached as Appendix A;

**Offer:** The final submission to supply the Requirements in response to the RFT;

**Principal:** in this case Shire of Dundas (SoD);

**Principals Representative:** A person nominated or appointed to act or speak for the Principal;

**Provisional Sum:** Includes monetary sum, contingency sum and prime cost item;

**Request for Tender/RFT:** This Document, including appendices;

**Requirements:** The goods and/or Services requested by the Principal in this RFT;

**Sample:** A quality assurance sample of product for installation to be approved by the Superintendent. This sample is to govern the minimum Standard for installation.

**Selection Criteria:** The criteria used by the Principal in evaluating your Tender;

**Services:** Electrical, Mechanical, Communication, Hydraulic Services from associated supply authorities;

**Special Conditions:** Any terms and conditions of Contract additional to the General Terms and Conditions of Contract;

**Standard(s):** All current Australian / NZ Standards and referenced Documents in those Codes or Acts; if no Code or Act can be sourced for a construction requirement construction industry regulatory requirements shall be used in its place after receiving clarification from the Superintendent;

**Supplier:** Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;

**Superintendent:** is the person appointed by the Principal to administer the Contract terms and conditions. This person will be the contact for the Principal for Works required by this Document;

**Technical Specification:** The set of Documented Requirements provided by the individual professional construction Consultants for Works specific to this Request for Tender;

**Tender(s):** The Tenderer's response to the RFT;

**Tenderer:** A person or corporation who submits an Offer to the Principal;

**Work(s):** The whole of the Work to be executed in accordance with the Contract, including variations provided for by the Contract, which by the Contract is to be handed over to the Principal;

**Witness Point:** A point in the Work process at which an activity is to be observed.

## 1.2 Request for Tender Documents

This Request for Tender is comprised of the following Documents and parts:

- (a) Part 1 – Conditions of Tendering (read and keep this Part);
- (b) Part 2 – Specification (read and keep this Part);
- (c) Part 3 – Terms and Conditions of Contract (read and keep this Part);
- (d) Part 4 – Tenderer's Offer (complete and return this Part);
- (e) APPENDIX A – Annexure to AS2124-1992 (read and keep this part);
- (f) Appendix B – Local Content Preference Policy (read and keep 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 this RFT.

## 1.3 How To Prepare Your Tender

- (a) Carefully read the entire RFT.
- (b) Ensure that you understand the Requirements.
- (c) Complete and return the Tenderer's Offer and include all Attachments requested.
- (d) Ensure that you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

## 1.4 Contact Persons

Tenderers should not rely on information provided by any person other than the Tendering Officer.

## 1.5 Access To Work Sites

The Contractor shall not have exclusive possession of the Work Sites and shall comply with all by-laws and regulations of the Local Authority in respect to public roads, rights of way and adjacent areas.

The Contractor shall occupy only such portions of Work Sites around the immediate area necessary for carrying out Works under the Contract.

## 1.6 Lodgement Of Tenders & Delivery Method

Tenders must be delivered by one of the following methods -

- (a) By hand delivery to The Tender Box, Shire of Dundas, 88-92 Prinsep Street, Norseman WA 6443. Tenders should be placed in a sealed envelope clearly marked with the RFT number and title as shown on the front cover of the RFT; OR
- (b) By postal delivery to The Tender Box, Shire of Dundas, PO Box 163, Norseman WA 6443. Tenders should be placed in a sealed envelope clearly marked with the RFT number and title as shown on the front cover of the RFT.

**TENDERS SENT BY FACSIMILE TRANSMISSION AND ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

Tenderers who deliver hard copy Tenders must ensure that they have provided 2 signed copies of their Tender (one marked "ORIGINAL", the other marked "COPY"). Any brochures or pamphlets must be attached to both the original and the copy. The copy should be stapled and the original should be clipped and **MUST NOT** be stapled or

bound, it must be suitable for photocopying or scanning. All pages must be numbered consecutively and the Tender must include an index.

Hard copy submissions that do not comply with section 1.6 may be excluded for evaluation.

## 1.7 Form Of Lodgement

Please note that it is the responsibility of the Tenderer to ensure that their submission is received prior to the close date and time of the Request for Tender.

The Shire of Dundas takes no responsibility for time delays by Australia Post or Couriers experienced by the Tenderer, due to insufficient time allowed for delivery by the Tenderer.

## 1.8 RFT Checklist

Tenderers are to compile their Submission in the order as detailed below. Submissions that do not comply with the following order may be excluded for evaluation.

- Cover Page
- Response Form (part 4.1)
- Compliance Criteria (part 4.2-4.5)
- Risk Assessment (part 4.2-4.5)
- Insurance Coverage (part 4.6)
- Certification (part 4.7)
- Regional Price Preference (part 4.8)
- Qualitative Criteria (part 4.9)
- Schedule of Prices (part 4.11)

## 1.9 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.

The Principal maintains a Tender Register as per the Local Government (Functions and General) Regulations 1996. By submitting a Request for Tender, the Tenderer acknowledges and agrees to this requirement.

## 1.10 Late Tenders

Tenders received after the Deadline will be rejected.

## 1.11 Rejection Of Tenders

A Tender will be rejected without consideration of its merits if –

- (a) It is lodged after the Deadline, or
- (b) It is lodged at a place or by a method other than that specified in the RFT. A Tender may be rejected without consideration of its merits if –
  - (a) It fails to comply with any of the other Conditions of Tendering, or
  - (b) It is incomplete.

### 1.12 Acceptance Of Tenders

The Principal is not bound to accept the lowest Tender and may reject or accept any or all Tenders submitted.

### 1.13 Extension Of The Deadline

The Principal will in exceptional circumstances extend the Deadline for the submission of Tenders.

Such applications must be received prior to the Deadline, as regulation 18(1) of the Local Government (Functions and General) Regulations 1996 precludes extensions of time after the Deadline has passed.

### 1.14 Outcome Of The RFT

All Tenderers will be advised of the outcome of the RFT.

### 1.15 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 Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### 1.16 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.

### 1.17 Registration & Licensing Of Tenders

Where an Act or Ordinance of the State of Western Australia requires that a Contractor (as defined by the Act or Ordinance) be registered or licensed to carry out the Requirements, the Tenderer shall state in its Offer its registration or licence number. The Tender may not be evaluated if the Tenderer fails to provide such registration or licence number.

### 1.18 Alternative Tenders

No Alternative Tenders will be accepted with this Tender.

### 1.19 Tenderers To Inform Themselves

Tenderers will be deemed to have:

- (a) Examined the Request for Tender and all 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 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 the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the Requirements;
- (d) Acknowledged that the Principal may enter into negotiations with a preferred Tenderer and that negotiations are to be carried out in good faith; and
- (e) Satisfied themselves they have a full set of the RFT Documents.

The Tenderer is to inform themselves and the Principal of any risk, legal obligation or service to perform the Requirements of this RFT. Any submission of Tender will have been deemed to have completed a risk analysis to the Principal and any rectification in a future instance will not be the responsibility of the Principal.

## 1.20 Alterations To The RFT

Unless alterations to the RFT Documents are required by the RFT, the Tenderer must not make any alteration to those Documents unless such alterations are included in a Schedule of Departures and submitted with the Tender, failing which any alteration made will be deemed not to have been made.

The Principal will issue an addendum to all Tenderers where matters of significance make it necessary to amend or supplement the RFT before the Deadline.

## 1.21 Tenderers Enquiries Prior To The Deadline

Tenderers may submit questions about the RFT up to 48 hours before the Deadline. Questions must be submitted via email to **Peter Crawford, Manager Works and Services, Shire of Dundas Tel 9039 1205** [works@dundas.wa.gov.au](mailto:works@dundas.wa.gov.au)

The identities of Tenderers who submit any questions will not be disclosed. It is recommended that all Documentation be read before posting questions.

## 1.22 Risk Assessment

In assessing Tenders, 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.

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 capacity to provide the Requirements 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 Tenderers to request financial information.

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

## 1.23 Evaluation Of Tenders

The following evaluation methodology will be used in respect of the Request for Tender:

- (a) Tenders will be checked for completeness. Tenders which do not contain all information requested may be excluded from further evaluation.
- (b) Tenders are assessed against the Selection Criteria contained in Part 4 and the Qualitative Criteria will be weighted as indicated.
- (c) Tenderers may need to satisfy credit and reference checks.
- (d) 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 award of Tender.



While the Principal need not award the Tender to any Tenderer, if awarded the Tender will be awarded to the Tenderer who's Tender is considered the most advantageous to the Principal.

#### 1.24 Selection Criteria

Tenders will be assessed against the qualitative and compliance criteria in Part 4 of the RFT to determine the most advantageous outcome to the Principal. Due to the qualitative criteria and their respective weighting, the Offer which contains the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

#### 1.25 Compliance Criteria

The compliance criteria will not be point scored, but assessed on a Yes/No basis as to whether each criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from further consideration.

#### 1.26 Qualitative Criteria

A weighted scoring system will be used to assess the qualitative criteria. The weighting is indicative of the relative degree of importance that the Principal places on each criterion. 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.

#### 1.27 Preference Given To Local Tenderers

Should a Tenderer wish to be considered under the Principal's Local Content Preference Policy, it must submit with its Offer, proof of eligibility to be considered under that policy. Refer to section 4.8 and the Principal's Regional Price Preference Policy in Appendix B for policy eligibility requirements.

#### 1.28 Price Basis & GST

All prices for goods/Services Offered under this RFT are to be fixed for the term of the Contract and must include all applicable levies, duties, charges and taxes, including GST. Rise and fall in pricing shall be considered annually upon written submission to the Manager Works and Services with such submission to include details of the justification for the requested adjustment including reference to movements in relevant Consumer Price Indexes. Any awarded price adjustments shall take effect as at 22 November of each year but not earlier than November 2019. The Contract must include all applicable levies, duties, charges and taxes including GST.

#### 1.29 Ownership Of Tenders

All Documents, materials, articles and information submitted by the Tenderer as part of or in support of a 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. Tenderers will, however, retain copyright and other intellectual property rights in the material submitted, unless otherwise provided by the Contract.

#### 1.30 Canvassing Of Officials

If a Tenderer, whether personally or by an agent, Canvasses any of the Principal's Councillors or officers 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 that Tenderer's Tender from consideration.

### 1.31 Identity Of The Tenderer

The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in the Tenderer's Offer and whose execution appears on the Offer Form in Part 4. Upon acceptance of the Tenderer's Offer, the Tenderer shall become the Contractor.

### 1.32 Costs Of Tendering

The Principal shall not be liable for any costs, losses or expenses incurred by the Tenderer in preparing its Offer.

### 1.33 Tender Opening

Tenders shall be opened at the Principal's offices, 88-92 Prinsep Street, Norseman, at the time depicted on the cover page of the RFT document.

Tenderers and members of the public may attend or be represented at the Tender opening. The names of the Tenderers who submitted a Tender by the Deadline will be read out and no discussions will be entered into between Tenderers or the Tenderers' representatives and the Principal's officers present or otherwise, concerning the Tenders submitted.

### 1.34 In-House Tenders

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

### 1.35 Disclaimer

Subject to any Law to the contrary, and to the maximum extent permitted by Law, the Principal, its officers, employees, agents and advisers each disclaim all liability for any Loss (whether foreseeable or not) suffered by any other person acting on any part of the information contained in the RFT, whether or not the Loss arises in connection with any negligence, default, lack of care, misrepresentation or any other cause on the part of the Principal, its officers, employees, agents or advisers or any other person.

## Part 2

### READ & KEEP

## Specification

### 2.1 Scope Of Works

The Principal invites bids from suitably qualified and experienced contractors to carry out the Plant Repairs and Maintenance and Tyre Repairs and Replacement within the Norseman townsite area, with the possibility that works from time to time may be required outside of the townsite area.

The works will include, but will not be limited to, the following tasks:

- Heavy Plant Maintenance;
- Heavy Plant Repairs;
- Light Fleet Plant Maintenance;
- Light Fleet Repairs;
- Small Machine Maintenance
- Small Machine Repairs;
- Tyre Puncture Repairs
- Supply and Fit New Tyres

The successful tenderer / tenderers will complete the works assigned in a timely manner to a standard of finish comparable with existing works within the Shire and to the satisfaction of the Manger of Works and Services or his nominated representative.

The successful tenderer / tenderers are expected to supply all labour, machinery as detailed in schedule of rates Section 4.11 and all tools of trade required to carry out the assigned tasks.

### 2.2 Allotment Of Works

The work will be allotted to the Contractor/Contractors, by the Principal's Representative. Works shall not commence on projects for which approval by the Principal's Representative has not been issued and a purchase order issued.

### 2.3 Protection & Safety

The Contractor shall protect all structures, services, fences, trees, storm water pipes, etc, in the vicinity of the works from any damage whatsoever, except those structures which are to be relocated, as detailed elsewhere in the Specification.

The Contractor shall take all necessary steps to ensure the safety of workers by the wearing of all appropriate personnel protective equipment that complies with the relevant Australian Standards including high visibility vests and the public by erecting any necessary barricades and warning signs and safety tape, as required under WORKSAFE regulations.

## Part 3

### READ & KEEP

## Terms & Conditions Of Contract

### 3.1 General Conditions Of Contract

The General Conditions of Contract are as per AS2124-1992- General Conditions of Contract, these are not attached to this document, however a copy of the General Conditions of Contract may be purchased online at: <http://infostore.saiglobal.com/store/>

### 3.2 The Schedule (Annexure To 2124-1992)

This Annexure (attached) shall be issued as part of the tender documents and is to be read in conjunction with the General Conditions of Contract and shall form part of the Contract.

### 3.3 OSH Requirement

The Contractor shall be responsible for ensuring that all Works under this contract are carried out in accordance with Work Safe WA Regulations and relevant legislative and local laws including but not limited to the Occupational Safety, & Health Act (1984) and Regulations (1996).

The Contractor is to supply the Principal with a copy of the Contractor's Occupational Health and Safety Procedure and Policy for their business operation, and this shall be supplied before any works can be undertaken.

### 3.4 Processing Services

The Tenderer(s) shall:

- (a) Commence provision of the Services on the commencement date to be agreed by the Principal and the Tenderer.
- (b) Perform the Services:
  - 1) With reasonable care, skill and attention expected of an organisation experienced in providing service and performing work of the nature requested;
  - 2) To the best practice standards and to the satisfaction of the Principal.
- (c) Employ competent, trained, qualified and, where appropriate, licensed staff.
- (d) Perform the Services for the duration of the contract and complete it by the completion date agreed by the Principal and the Successful Tenderer.
- (e) Perform the Services in a timely manner.
- (f) Observe and continue to observe the Principal's requirements in the performance of the Services.
- (g) Act professionally and ethically at all times in the performance of the Services.
- (h) Comply with and ensure that the Services and anything produced from or during the performance of the Services complies with all relevant laws in force affecting the provisions of the Services and the requirements of persons acting in the exercise of statutory powers enabling them to give directions affecting the Services or anything produced from the performance of the Services.

### 3.5 Quality Assurance

It is assumed that the Contractor will have an accredited quality system in place and that test results on materials and equipment can be made available to the Superintendent upon request. Tenderers are requested to submit details of any quality system with their tender should such information be available. Contractors not having a quality system in place will need to allow, in their tendered rates, for the undertaking of testing and the provision

of results to the Superintendent upon request. Such requests would be confined to those tests in the Australian Standards specified in this document.

### 3.6 Term Of Contract

The initial contract term will be for two (2) years, from 22 October 2018 until 22 October 2020, with a possible two (2) single year extensions, subject to approval in each instance by the Principal, up to maximum four (4) years in total.

Contract extensions beyond the initial contract term will have the identical price adjustment provisions apply as per clause 25.3 of General Conditions of Contract.

Contract extensions will be granted providing but not limited to the Contractor meeting set Key Performance Indicators.

### 3.7 Key Performance Indicators

The Contractor will be expected to meet the following the following KPI's. KPI's may be reviewed annually by the Principal. KPI's may be used as a measure to determine extension of this contract.

- 1) All works preformed in a timely manner
- 2) All works preformed to a high standard in professional/tradesman like manner.

## Part 4

### COMPLETE & RETURN

## Tenderers Offer

### 4.1 Offer Form

The Chief Executive Officer  
Shire of Dundas  
88-92 Prinsep Street  
NORSEMAN WA 6443

(PLEASE COMPLETE ALL FIELDS USING BLOCK LETTERS)

I/We (Registered Entity Name) \_\_\_\_\_

Of \_\_\_\_\_

(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

In response to Request for Tender RFT 02 / 18 – Provision of Mechanical Repairs and Maintenance and Tyre Repairs and Replacements.

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) days from the date of the tender closing 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.

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 \_\_\_\_\_ 2018

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_ Mobile No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorised signatory postal address: \_\_\_\_\_

## 4.2 Compliance Criteria

The compliance criteria are as follows –

- (a) Financial Assessment;
- (b) Risk Assessment;
- (c) Safety and Health Assessment;
- (d) Insurance Coverage; and
- (e) Certification.

## 4.3 Financial Assessment

In assessing Tenders, 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.

A Representative of the Principal may contact you to request financial information for use in the assessment of Tenders.

## 4.4 Risk Assessment

In assessing Tenders, the Principal may give consideration to any information provided by a Tenderer's referees.

Tenderers must also address the following in an attachment labelled "Risk Assessment" -

Tick if attached

- (a) An outline of your organisational structure inclusive of any branches and number of personnel.
- (b) If companies are involved, attach their current ASIC company search extracts including latest annual return.
- (c) Provide the names of the organisation's directors/company owners and any positions held by those individuals in other organisations.
- (d) Provide a summary of the number of years your organisation has been in business.
- (e) Attach details of your referees. You should give examples of work provided for your referees where applicable.
- (f) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.
- (g) 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 Document) and if there is no trust deed, provide the names and addresses of beneficiaries.
- (h) Do you intend to subcontract any of the Requirements? If Yes, provide details of the Sub- Contractor(s) including the name, address and the number of people employed and the works to be subcontracted.
- (i) Will any actual or potential conflict of interest exist if you are awarded the Contract? If Yes, please detail the actual or potential conflict of interest and the way in which it will be dealt with.
- (j) Are you presently able to pay all your debts in full as and when they fall due?
- (k) 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.
- (l) In order to demonstrate your financial ability to undertake the Requirements, 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.
- (m) Show evidence that you have considered environmental impacts in the potential supply of goods and/or provision of Services for this Tender.

- (n) Show evidence that you have assessed Sub-Contractors, if any, on the basis of their sustainability credentials.

#### 4.5 Safety & Health Assessment

Tenderers must address the following in an attachment labelled “Safety and Health Assessment” –

Tick if attached

- (a) Does your organisation have a written OHS policy and/or written safety procedures? If so, please attach.
- (b) Does the organisation have written procedures for assessing and managing risks associated with manual handling? If so, please attach.
- (c) Does the organisation have an accident/incident reporting and investigation procedure? If so, please attach.
- (d) Are OHS responsibilities for all levels of staff documented?
- (e) Who is responsible for Safety and Health within your organisation? Please provide name and contact details.
- (f) Does the organisation have a safety representative or safety and health committee in the workplace?
- (g) How are employees involved in OHS decision making?
- (h) What is the organisation’s accident record for the past 3 years?
- (i) Has the organisation had any Workers’ Compensation claims in the past 3 years?
- (j) Has the organisation ever been prosecuted or fined under the Occupational Safety and Health Act 1984 or related legislation?
- (k) Will the organisation provide required Work equipment and personal protective equipment suitable for the Work to be performed?
- (l) How does the organisation ensure that plant, equipment and vehicles are kept in safe working order and in compliance with all state and federal legislation? Are Workplace inspection checklists used?

#### 4.6 Insurance Coverage

Tenderers must supply evidence of their insurance coverage in the table below.

Insurance Type	Insured Amount	Policy Number	Expiry Date
Public & Product Liability			
Workers Compensation			
Professional Indemnity			

The Contractor will be required to hold the following policies of insurance for the full duration of the Contract:

Insurance Type	Insured Amount
Public Liability	\$10,000,000 any one occurrence
Product Liability	\$10,000,000 any one occurrence and in the aggregate
Workers Compensation	Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).
Comprehensive Motor Vehicle & Third Party	Plant, Equipment & Vehicle insurance cover (including fire, theft and damage cover) but with no minimum amount specified.
Contract Works	Contract value and no less than \$10,000,000 public and product liability arising from the contract.
Professional Indemnity	\$1,000,000 any one claim and in the aggregate.



#### 4.7 Certification

Tenderers should attach evidence of all licences and certification necessary to carry out the *Requirements*.

Description of Compliance Criteria	Yes	No
Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal		
Compliance with the Specification contained in the Request		
Compliance with the Quality Assurance requirement for this Request		

#### 4.8 Regional Price Preference

Tenderers that intend to claim a regional price preference as detailed within Principal’s Regional Price Preference Policy (Appendix B) must address the following information in an attachment labelled “Regional Price Preference”.

Note: To qualify for a regional price preference, Tenderers must answer YES to questions 1-4 below or provide information required in question 5. Tenderers who do not address the following information in full or at all will not qualify for a regional price preference.

Description of Regional Price Preference	Yes	No
Does your organisation believe they qualify as a ‘Regional Tenderer’ for the purpose of seeking a ‘Local Preference’?		
Does your organisation currently operate out of premises within the Shire of Dundas?		
Has your organisation operated continuously out of the premises for a period of no less than six (6) months, prior to the tender deadline?		
Will your organisation manage/deliver the majority of the contract outcomes from the premises within the Shire of Dundas?		
Is your organisation using Local Contractors, Sub-Contractors and suppliers specific to the Works in this Document? If so provide a schedule inclusive of estimated contract amounts?		
<p>Regional Tenderer</p> <p>Provide adequate documentation to verify your organisation has operated a business continuously out of premises within the Shire of Dundas for at least six (6) months such as:</p> <ul style="list-style-type: none"> <li>- Lease Agreement in the organisation’s name; or</li> <li>- Rates Notice of Assessment in the organisation’s name; or</li> <li>- Other substantiating documentation.</li> </ul> <p>(Please note the Principal reserves the right to request additional substantiation in order to confirm the organisation’s status as a Regional Tenderer.)</p>		

#### 4.9 Qualitative Criteria

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

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

(d) Respondents are to address each issue outlined within a qualitative criterion.

<p><b>Demonstrated Capacity and experience</b></p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it “Organisation Capabilities”:</p> <ul style="list-style-type: none"> <li>• Demonstrate that your organisation has the capacity to resource the work i.e. current workload versus forecast workload including this Contract expressed as a percentage;</li> <li>• Detail the subcontractors to be utilised in conducting the Requirements of this Request inclusive of any relevant Current Registrations held, their intended role and any relevant experience and qualifications held;</li> <li>• Provide details on the length and nature of relationship of your subcontractors and your organisation.</li> </ul>	<p><b>Weighting: 20%</b></p> <p>Tick if attached</p>
<p><b>Key Personnel</b></p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it “Key Personnel”:</p> <ul style="list-style-type: none"> <li>• Detail the key management personnel that will be involved in the management of this Contract inclusive of any relevant Current Registrations or Licences held, their intended role and any relevant experience or qualifications held;</li> <li>• Detail the key operational personnel to be utilised in conducting the Requirements of this Request inclusive of any relevant Current Registrations or Licences held, their intended role and any relevant experience or qualifications held.</li> </ul>	<p><b>Weighting: 10%</b></p> <p>Tick if attached</p>
<p><b>Key Personnel – Regional Contracting</b></p> <p>Provide adequate documentation to verify your organisation has operated a business continuously out of premises within the Shire of Dundas for at least six (6) months (section 4.8), or</p>	<p><b>Weighting: 5%</b></p> <p>Tick if attached</p>
<p><b>Plant and Equipment</b></p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it “Plant and Equipment”:</p> <ul style="list-style-type: none"> <li>(a) Detail the proposed plant and equipment to be utilised in conducting these Services;</li> <li>(b) Outline your service programme in order to maintain any plant and equipment;</li> <li>(c) Detail your ability to provide backup plant, equipment and personnel in case of emergency vehicle breakdown etc.</li> </ul>	<p><b>Weighting: 10%</b></p> <p>Tick if attached</p>
<p><b>Price</b></p> <p>Tenderers must complete the Schedule of Prices in Part 4. Tick if you wish to be considered under the Principal’s Local Content Preference Policy</p>	<p><b>Weighting: 55%</b></p>

#### 4.10 Pricing Schedule

All pricing and payment shall be inclusive of GST. Therefore supply all prices inclusive of GST. The Principal will calculate the GST component.

Tenderers must complete the Price Schedule below. All prices Offered are to be fixed for the term of the Contract. The Tenderer shall complete the Price Schedule in full. All line items stated are to include the necessary resources to complete the Works as requested in this RFT Document. All consulting cost for administration, meetings for design interpretation, design development approval and presentation are to be included in the Tender price.

Should the contract be extended beyond the initial two (2) years, the Contractor's rates will increase no more than the current Consumer Price Index, as per clause 25.3 of the Shire of Dundas' General Conditions of Contract.

#### 4.11 Price Schedule

Tenderers must complete the Schedule of Rates below. All prices should be based on the Specification, Scope of Work, Drawings, Reports and relevant standards.

The Schedule of Rates must include all relevant fees and charges. The fees and charges for this project must be itemized to reflect the delivery of the Specification. The tender should clearly identify tenderers' understanding of this Specification with a list of inclusions and exclusions of services.

All line items must be completed in full.

Schedule A3: Provision of Mechanical Maintenance and Repairs and Supply of New Tyre and Repair of Punctures.

Description	Unit per hour	Rate (Ex GST)	GST	Rate (Inc GST)
Workshop labour (inclusive of tools)				
Site visit labour (inclusive of tools and service vehicle)				
Add additional labour rates as required				
Please include a list of typical tyre replacement (supply and fit) costs				

Percentage mark-up on materials supplied \_\_\_\_\_% (can be zero).

#### Schedule of rates for day works

The Tenderer shall list below the hourly rates offered for various plant, equipment, services and labour which may be employed on the site including any applicable Goods and Services Tax (GST).

Description/Function	Rate per hour	Rate per day

## Annexure To AS 2124-1992

The Schedule – Annexure AS 2124-1992

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	Western Australia
Payments under the Contract shall be made at: (Clause 1)	Norseman
The Principal: (Clause 2)	Shire of Dundas
The address of the Principal:	88-92 Prinsep Street Norseman WA 6443
The Superintendent: (Clause 2)	Shire of Dundas
The address of the Superintendent:	88-92 Prinsep Street Norseman WA 6443
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not Applicable
Bill of Quantities—the alternative applying: (Clause 4.1)	Not Applicable
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Submitted with tender
# Contractor shall provide security in the amount of: (Clause 5.2)	Nil
# Principal shall provide security in the amount of: (Clause 5.2)	Nil
# The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Nil
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative two
The number of copies to be supplied by the Principal: (Clause 8.3)	Two (2)
The number of copies to be supplied by the Contractor: (Clause 8.4)	Two (2)
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	Fourteen (14) days
Work which cannot be subcontracted without approval: (Clause 9.2)	All work under the Contract
The percentage for profit and attendance: (Clause 11(b))	Nil, include in tendered rates
The amount or percentage for profit and attendance: (Clause 11(c))	Nil
Insurance of the Works—the alternative applying: (Clause 18)	Alternative one
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	5% of Contract Sum
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Nil
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil, other than as per RFT 02/18 Provision of Mechanical Repairs and Maintenance and Tyre Repairs and Replacement

The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
Public Liability Insurance—the alternative applying: (Clause 19)	Alternative one
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$10,000,000.00 any one occurrence
The time for giving possession of the Site: (Clause 27.1)	
# The Date for Practical Completion: (Clause 35.2)	Within 14 days of the date of the letter of Acceptance of Tender
# Liquidated Damages per day: (Clause 35.6)	Not applicable
# Limit of Liquidated Damages: (Clause 35.7)	Not applicable
# Bonus per day for early Practical Completion: (Clause 35.8)	Not applicable
# Limit of bonus: (Clause 35.8)	Not applicable
#Extra costs for Delay or Disruption: (Clause 36)	Not applicable
# The Defects Liability Period: (Clause 37)	Not applicable
The Charge for overheads, profit, etc. for Day work: (Clause 41(f))	52 weeks after the date of practical completion. As specified in the tendered Day works schedule.
Times for Payment Claims: (Clause 42.1)	<p>The Contractor shall submit a tax invoice to the Principal as soon as practicable upon the completion of any resultant Works.</p> <p>All works performed under the Contract are subject to the pricing in the Schedule of Rates and include for all hours of work. No travel, penalty rates or mobilisation and de-mobilisation charges shall apply. Unless specifically included in the Schedule of Rates.</p> <p>No work shall be performed by the Contractor without a valid Purchase Order from the Principal, except in emergency situations as advised by the Principal's Representative.</p> <p>The fee payable by the Principal to the Contractor for the provision of the Services shall be calculated as per the Schedule of Rates in the prescribed format contained within the Tenderer Offer as determined by the Principal.</p> <p>Contractor invoices shall detail the specifics of the Works being charged, together with the relevant line item off the Schedule of Rates and the Purchase Order number.</p> <p>Where the fee is payable on a time charge, or hourly rate, basis, the rate of remuneration payable by the Principal in respect of any person employed or</p>

	<p>otherwise engaged by the Contractor to perform the Services shall be the rate specified in the Schedule as being applicable to the level of the task performed by that person.</p> <p>Payments terms are thirty (30) days from the receipt of Contractor's valid tax invoice for the subject month of Services or provision of goods completion or from the date of receipt of the invoice.</p>
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Not applicable
Retention Moneys on: (Clause 42.3)	<p>(a) Work incorporated in the Works and any work or items for which a different amount of retention is not provided, 5% of the value;</p> <p>(b) Items on Site but not yet incorporated in the Works, NIL</p> <p>(c) Items off Site but in Australia, NIL</p> <p>(d) Items not in Australia NIL</p> <p>(e) Disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract NIL</p>
Unfixed Plant or Materials—the alternative applying: (Clause 42.4)	Alternative three
The rate of interest on overdue payments: (Clause 42.9)	Nil
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months or Unlimited if Contractor is in breach of Clause 14.1 or 21.1.
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative two
The person to nominate an arbitrator: (Clause 47.3)	President of the Institution of Engineers, Australia
Location of arbitration: (Clause 47.3)	To be agreed

## Shire of Dundas Policy Manual Reviewed 19<sup>th</sup> December 2017

### Buy Local Policy

Expressions of Interest to the skilled / qualified community for work on projects The Shire will call for expression of interest from skilled and qualified members of the community for work on new projects. Details of the new projects will be displayed on the public notice board of the Shire as soon as the budget is adopted by the council.

## Regional Business and Regional Price Preference

The region (Prescribed Area) for the purpose of Regional Business Preference this policy relates to is divided into two zones.

Zone 1 is the Shire of Dundas.

Zone 2 includes the Shires comprising GVROC namely Ravensthorpe, Coolgardie, Kalgoorlie-Boulder, Menzies, Laverton, Leonora, Wiluna, Ngaanyatjarraku and Esperance.

A price preference will apply to all tenders and quotations invited by the Shire of Dundas for the supply of goods and services and construction (building) services, unless Council resolves that this policy not apply to a particular tender or quotation.

The following levels of preference, (excluding GST) may be applied under this policy:

Zone 1: Goods and services including Construction (building) services, up to a maximum price variation of 5%.

Zone 2: Goods and services including Construction (building) services, up to a maximum price variation of 2.5 %.

The level of preference outlined above will be applied as either a regional business preference or as a regional content preference but not both. The maximum variation shall not exceed \$50,000 in any circumstance.

To qualify, a business must have established a permanent office in the Prescribed Area for at least six (6) months prior to bids being sourced.



## 10.2.4

RFT 03/18 – Provision of Handyman Services





## Shire of Dundas

### REQUEST FOR TENDER

#### Provision of Handyman Services

#### RFT Number: 03/18

Initial Contract Period 22 October 2018 – 22 October 2020 (2 years); with two (2) possible single yearly extensions thereafter, total of four (4) years maximum. Any extensions will be subject to the Principal's approval.

All enquiries: To be directed to **Peter Crawford, Manager Works and Services, Shire of Dundas,**  
Tel 9039 1205 or [works@dundas.wa.gov.au](mailto:works@dundas.wa.gov.au)

#### **TENDER DEADLINE: Monday, 15 October 2018 at 4:00PM WST**

- TENDERS MUST BE RECEIVED NO LATER THAN THE DEADLINE
- TENDERS SENT BY EMAIL AND FACSIMILE TRANSMISSION WILL NOT BE ACCEPTED
- TENDERS WILL BE OPENED IN THE SHIRE OFFICE ON MONDAY, 15 OCTOBER 2018 AT 4:30PM WST

Tenders must be delivered –

By hand to –

The Tender Box  
Shire of Dundas  
88-92 Prinsep Street  
NORSEMAN WA 6443

OR

By post to –

The Tender Box  
Shire of Dundas  
PO Box 163  
NORSEMAN WA 6443

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## Part 1

### READ & KEEP

## Conditions of Tendering

### Interpretation

Italicized text used in this Request for Tender are defined for this Document only. Refer to Australian Standard (AS) HB50 Glossary of Building Terms for definitions of other building industry terms. Defined words not italicized in the Request for Tender Specification are to be taken as defined text. Immediate notification is to be made to the Superintendent for definition and clarification.

#### 1.1 Definitions

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

**Alternative Tender:** A Tender in which the Tenderer consciously deviates from the Specification;

**Attachments:** The Documents you attach as part of your Tender;

**Building Code(s):** All current construction Codes from The Australian Building Codes Board.

**Canvass:** To solicit or influence judgment or outcome in the due process of a Tender process.

**Code(s):** All current construction Codes from The Australian Building Codes Board, Building Acts and referenced Documents in those Codes or Acts; if no Code or Act can be sourced for a construction requirement construction industry regulatory requirements shall be used in its place after receiving clarification from the Superintendent.

**Consultant:** Licenced design professional associated with Contract Documentation and drafting (Technical Drawings) for building and construction Works. e.g. an Architect or Engineer.

**Consumer Price Index:** Means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

**Contract:** Legal binding agreement between the Tenderer and the Principal for this RFT. The project contract will consist of the successful Tenderer's Tender RFT submission including: appendices, referenced Documents herein, the Conditions of Tendering, the terms and conditions of Contract including and any Special Conditions of Contract;

**Contract Date:** The date by which the Formal Instrument of Agreement is signed by both parties;

**Sample:** A quality assurance sample of product for installation to be approved by the Superintendent. This sample is to govern the minimum Standard for installation.

**Deadline:** The Deadline for lodgement of the Tender stipulated on the front of this Request for Tender;

**Deliverable(s):** a tangible or intangible object produced to meet the Requirements of this RFT. A Deliverable could be a report, a Document, a Drawing, physical building upgrade or any other accumulation of items to complete a stage or part thereof. It is an outcome to be achieved as listed in the Requirements of the RFT;

**Document(s)/ Documented/Documentation:** Technical product or products under use to illustrate and denote the Requirements and Deliverables in the RFT. The set of technical Documents provided as appendices of this Document and the associated referenced material;

**General Conditions of Contract:** Means the terms and conditions of Contract attached as Appendix A;

**Offer:** The final submission to supply the Requirements in response to the RFT;

**Principal:** in this case Shire of Dundas (SoD);

**Principals Representative:** A person nominated or appointed to act or speak for the Principal;

**Provisional Sum:** Includes monetary sum, contingency sum and prime cost item;

**Request for Tender/RFT:** This Document, including appendices;

**Requirements:** The goods and/or Services requested by the Principal in this RFT;

**Sample:** A quality assurance sample of product for installation to be approved by the Superintendent. This sample is to govern the minimum Standard for installation.

**Selection Criteria:** The criteria used by the Principal in evaluating your Tender;

**Services:** Electrical, Mechanical, Communication, Hydraulic Services from associated supply authorities;

**Special Conditions:** Any terms and conditions of Contract additional to the General Terms and Conditions of Contract;

**Standard(s):** All current Australian / NZ Standards and referenced Documents in those Codes or Acts; if no Code or Act can be sourced for a construction requirement construction industry regulatory requirements shall be used in its place after receiving clarification from the Superintendent;

**Supplier:** Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;

**Superintendent:** is the person appointed by the Principal to administer the Contract terms and conditions. This person will be the contact for the Principal for Works required by this Document;

**Technical Specification:** The set of Documented Requirements provided by the individual professional construction Consultants for Works specific to this Request for Tender;

**Tender(s):** The Tenderer's response to the RFT;

**Tenderer:** A person or corporation who submits an Offer to the Principal;

**Work(s):** The whole of the Work to be executed in accordance with the Contract, including variations provided for by the Contract, which by the Contract is to be handed over to the Principal;

**Witness Point:** A point in the Work process at which an activity is to be observed.

## 1.2 Request for Tender Documents

This Request for Tender is comprised of the following Documents and parts:

- (a) Part 1 – Conditions of Tendering (read and keep this Part);
- (b) Part 2 – Specification (read and keep this Part);
- (c) Part 3 – Terms and Conditions of Contract (read and keep this Part);
- (d) Part 4 – Tenderer's Offer (complete and return this Part);
- (e) Appendix A – Annexure to AS2124-1992 (read and keep this part);
- (f) Appendix B – Local Content Preference Policy (read and keep 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 this RFT.

## 1.3 How To Prepare Your Tender

- (a) Carefully read the entire RFT.
- (b) Ensure that you understand the Requirements.
- (c) Complete and return the Tenderer's Offer and include all Attachments requested.
- (d) Ensure that you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

## 1.4 Contact Persons

Tenderers should not rely on information provided by any person other than the Tendering Officer.

## 1.5 Access To Work Sites

The Contractor shall not have exclusive possession of the Work Sites and shall comply with all by-laws and regulations of the Local Authority in respect to public roads, rights of way and adjacent areas.

The Contractor shall occupy only such portions of Work Sites around the immediate area necessary for carrying out Works under the Contract.

## 1.6 Lodgement Of Tenders & Delivery Method

Tenders must be delivered by one of the following methods -

- (a) By hand delivery to The Tender Box, Shire of Dundas, 88-92 Prinsep Street, Norseman WA 6443. Tenders should be placed in a sealed envelope clearly marked with the RFT number and title as shown on the front cover of the RFT; OR
- (b) By postal delivery to The Tender Box, Shire of Dundas, PO Box 163, Norseman WA 6443. Tenders should be placed in a sealed envelope clearly marked with the RFT number and title as shown on the front cover of the RFT.

**TENDERS SENT BY FACSIMILE TRANSMISSION AND ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

Tenderers who deliver hard copy Tenders must ensure that they have provided 2 signed copies of their Tender (one marked "ORIGINAL", the other marked "COPY"). Any brochures or pamphlets must be attached to both the original and the copy. The copy should be stapled and the original should be clipped and **MUST NOT** be stapled or

bound, it must be suitable for photocopying or scanning. All pages must be numbered consecutively and the Tender must include an index.

Hard copy submissions that do not comply with section 1.6 may be excluded for evaluation.

## 1.7 Form Of Lodgement

Please note that it is the responsibility of the Tenderer to ensure that their submission is received prior to the close date and time of the Request for Tender.

The Shire of Dundas takes no responsibility for time delays by Australia Post or Couriers experienced by the Tenderer, due to insufficient time allowed for delivery by the Tenderer.

## 1.8 RFT Checklist

Tenderers are to compile their Submission in the order as detailed below. Submissions that do not comply with the following order may be excluded for evaluation.

- Cover Page
- Response Form (part 4.1)
- Compliance Criteria (part 4.2-4.5)
- Risk Assessment (part 4.2-4.5)
- Insurance Coverage (part 4.6)
- Certification (part 4.7)
- Regional Price Preference (part 4.8)
- Qualitative Criteria (part 4.9)
- Schedule of Prices (part 4.11)

## 1.9 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.

The Principal maintains a Tender Register as per the Local Government (Functions and General) Regulations 1996. By submitting a Request for Tender, the Tenderer acknowledges and agrees to this requirement.

## 1.10 Late Tenders

Tenders received after the Deadline will be rejected.

## 1.11 Rejection Of Tenders

A Tender will be rejected without consideration of its merits if –

- (a) It is lodged after the Deadline, or
- (b) It is lodged at a place or by a method other than that specified in the RFT. A Tender may be rejected without consideration of its merits if –
  - (a) It fails to comply with any of the other Conditions of Tendering, or
  - (b) It is incomplete.

## 1.12 Acceptance Of Tenders

The Principal is not bound to accept the lowest Tender and may reject or accept any or all Tenders submitted.

### 1.13 Extension Of The Deadline

The Principal will in exceptional circumstances extend the Deadline for the submission of Tenders.

Such applications must be received prior to the Deadline, as regulation 18(1) of the Local Government (Functions and General) Regulations 1996 precludes extensions of time after the Deadline has passed.

### 1.14 Outcome Of The RFT

All Tenderers will be advised of the outcome of the RFT.

### 1.15 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 Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### 1.16 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.

### 1.17 Registration & Licensing Of Tenders

Where an Act or Ordinance of the State of Western Australia requires that a Contractor (as defined by the Act or Ordinance) be registered or licensed to carry out the Requirements, the Tenderer shall state in its Offer its registration or licence number. The Tender may not be evaluated if the Tenderer fails to provide such registration or licence number.

### 1.18 Alternative Tenders

No Alternative Tenders will be accepted with this Tender.

### 1.19 Tenderers To Inform Themselves

Tenderers will be deemed to have:

- (a) Examined the Request for Tender and all 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 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 the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the Requirements;
- (d) Acknowledged that the Principal may enter into negotiations with a preferred Tenderer and that negotiations are to be carried out in good faith; and
- (e) Satisfied themselves they have a full set of the RFT Documents.



The Tenderer is to inform themselves and the Principal of any risk, legal obligation or service to perform the Requirements of this RFT. Any submission of Tender will have been deemed to have completed a risk analysis to the Principal and any rectification in a future instance will not be the responsibility of the Principal.

## 1.20 Alterations To The RFT

Unless alterations to the RFT Documents are required by the RFT, the Tenderer must not make any alteration to those Documents unless such alterations are included in a Schedule of Departures and submitted with the Tender, failing which any alteration made will be deemed not to have been made.

The Principal will issue an addendum to all Tenderers where matters of significance make it necessary to amend or supplement the RFT before the Deadline.

## 1.21 Tenderers Enquiries Prior To The Deadline

Tenderers may submit questions about the RFT up to 48 hours before the Deadline. Questions must be submitted via email to **Peter Crawford, Manager Works and Services, Shire of Dundas Tel 9039 1205** [works@dundas.wa.gov.au](mailto:works@dundas.wa.gov.au)

The identities of Tenderers who submit any questions will not be disclosed. It is recommended that all Documentation be read before posting questions.

## 1.22 Risk Assessment

In assessing Tenders, 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.

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 capacity to provide the Requirements 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 Tenderers to request financial information.

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

## 1.23 Evaluation Of Tenders

The following evaluation methodology will be used in respect of the Request for Tender:

- (a) Tenders will be checked for completeness. Tenders which do not contain all information requested may be excluded from further evaluation.
- (b) Tenders are assessed against the Selection Criteria contained in Part 4 and the Qualitative Criteria will be weighted as indicated.
- (c) Tenderers may need to satisfy credit and reference checks.
- (d) 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 award of Tender.

While the Principal need not award the Tender to any Tenderer, if awarded the Tender will be awarded to the Tenderer who's Tender is considered the most advantageous to the Principal.

#### 1.24 Selection Criteria

Tenders will be assessed against the qualitative and compliance criteria in Part 4 of the RFT to determine the most advantageous outcome to the Principal. Due to the qualitative criteria and their respective weighting, the Offer which contains the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

#### 1.25 Compliance Criteria

The compliance criteria will not be point scored, but assessed on a Yes/No basis as to whether each criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from further consideration.

#### 1.26 Qualitative Criteria

A weighted scoring system will be used to assess the qualitative criteria. The weighting is indicative of the relative degree of importance that the Principal places on each criterion. 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.

#### 1.27 Preference Given To Local Tenderers

Should a Tenderer wish to be considered under the Principal's Local Content Preference Policy, it must submit with its Offer, proof of eligibility to be considered under that policy. Refer to section 4.8 and the Principal's Regional Price Preference Policy in Appendix B for policy eligibility requirements.

#### 1.28 Price Basis & GST

All prices for goods/Services Offered under this RFT are to be fixed for the term of the Contract and must include all applicable levies, duties, charges and taxes, including GST. Rise and fall in pricing shall be considered annually upon written submission to the Manager Works and Services with such submission to include details of the justification for the requested adjustment including reference to movements in relevant Consumer Price Indexes. Any awarded price adjustments shall take effect as at 22 November of each year but not earlier than November 2019. The Contract must include all applicable levies, duties, charges and taxes including GST.

#### 1.29 Ownership Of Tenders

All Documents, materials, articles and information submitted by the Tenderer as part of or in support of a 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. Tenderers will, however, retain copyright and other intellectual property rights in the material submitted, unless otherwise provided by the Contract.

#### 1.30 Canvassing Of Officials

If a Tenderer, whether personally or by an agent, Canvasses any of the Principal's Councillors or officers 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 that Tenderer's Tender from consideration.

### 1.31 Identity Of The Tenderer

The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in the Tenderer's Offer and whose execution appears on the Offer Form in Part 4. Upon acceptance of the Tenderer's Offer, the Tenderer shall become the Contractor.

### 1.32 Costs Of Tendering

The Principal shall not be liable for any costs, losses or expenses incurred by the Tenderer in preparing its Offer.

### 1.33 Tender Opening

Tenders shall be opened at the Principal's offices, 88-92 Prinsep Street, Norseman, at the time depicted on the cover page of the RFT document.

Tenderers and members of the public may attend or be represented at the Tender opening. The names of the Tenderers who submitted a Tender by the Deadline will be read out and no discussions will be entered into between Tenderers or the Tenderers' representatives and the Principal's officers present or otherwise, concerning the Tenders submitted.

### 1.34 In-House Tenders

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

### 1.35 Disclaimer

Subject to any Law to the contrary, and to the maximum extent permitted by Law, the Principal, its officers, employees, agents and advisers each disclaim all liability for any Loss (whether foreseeable or not) suffered by any other person acting on any part of the information contained in the RFT, whether or not the Loss arises in connection with any negligence, default, lack of care, misrepresentation or any other cause on the part of the Principal, its officers, employees, agents or advisers or any other person.

## Part 2

### REED & KEEP

## Specification

### 2.1 Scope Of Works

The Principal invites bids from suitably qualified and experienced contractors to carry out the Handyman Services within the Norseman townsite area, with the possibility that works from time to time may be required outside of the townsite area.

The handyman works will include, but will not be limited to, the following tasks:

- 1) Tree lopping / Mulching / Stump grinding
- 2) Building Construction and Maintenance
- 3) Asbestos Removal
- 4) Miscellaneous Plumbing Works
- 5) Cabinet Making
- 6) Painting
- 7) Plastering and Gyprock works
- 8) Tiling
- 9) Brick Laying and Paving
- 10) Glazing Works
- 11) Concrete and Grano Works
- 12) Air conditioning and Refrigeration
- 13) Fencing Construction and Maintenance
- 14) General Handyman Duties

The successful tenderer / tenderers will complete the works assigned in a timely manner to a standard of finish comparable with existing works within the Shire and to the satisfaction of the Manger of Works and Services or his nominated representative.

The successful tenderer / tenderers are expected to supply all labour, machinery as detailed in schedule of rates Section 4.11 and all tools of trade required to carry out the assigned tasks.

### 2.2 Allotment Of Works

The work will be allotted to the Contractor/Contractors, by the Principal's Representative. Works shall not commence on projects for which approval by the Principal's Representative has not been issued and a purchase order issued.

### 2.3 Protection & Safety

The Contractor shall protect all structures, services, fences, trees, storm water pipes, etc, in the vicinity of the works from any damage whatsoever, except those structures which are to be relocated, as detailed elsewhere in the Specification.

The Contractor shall take all necessary steps to ensure the safety of workers by the wearing of all appropriate personnel protective equipment that complies with the relevant Australian Standards including high visibility vests and the public by erecting any necessary barricades and warning signs and safety tape, as required under WORKSAFE regulations.

## Part 3

### READ & KEEP

## Terms & Conditions Of Contract

### 3.1 General Conditions Of Contract

The General Conditions of Contract are as per AS2124-1992- General Conditions of Contract, these are not attached to this document, however a copy of the General Conditions of Contract may be purchased online at: <http://infostore.saiglobal.com/store/>

### 3.2 The Schedule (Annexure To 2124-1992)

This Annexure (attached) shall be issued as part of the tender documents and is to be read in conjunction with the General Conditions of Contract and shall form part of the Contract.

### 3.3 OSH Requirement

The Contractor shall be responsible for ensuring that all Works under this contract are carried out in accordance with Work Safe WA Regulations and relevant legislative and local laws including but not limited to the Occupational Safety, & Health Act (1984) and Regulations (1996).

The Contractor is to supply the Principal with a copy of the Contractor's Occupational Health and Safety Procedure and Policy for their business operation, and this shall be supplied before any works can be undertaken.

### 3.4 Processing Services

The Tenderer(s) shall:

- (a) Commence provision of the Services on the commencement date to be agreed by the Principal and the Tenderer.
- (b) Perform the Services:
  - 1) With reasonable care, skill and attention expected of an organisation experienced in providing service and performing work of the nature requested;
  - 2) To the best practice standards and to the satisfaction of the Principal.
- (c) Employ competent, trained, qualified and, where appropriate, licensed staff.
- (d) Perform the Services for the duration of the contract and complete it by the completion date agreed by the Principal and the Successful Tenderer.
- (e) Perform the Services in a timely manner.
- (f) Observe and continue to observe the Principal's requirements in the performance of the Services.
- (g) Act professionally and ethically at all times in the performance of the Services.
- (h) Comply with and ensure that the Services and anything produced from or during the performance of the Services complies with all relevant laws in force affecting the provisions of the Services and the requirements of persons acting in the exercise of statutory powers enabling them to give directions affecting the Services or anything produced from the performance of the Services.

### 3.5 Quality Assurance

It is assumed that the Contractor will have an accredited quality system in place and that test results on materials and equipment can be made available to the Superintendent upon request. Tenderers are requested to submit details of any quality system with their tender should such information be available. Contractors not having a quality system in place will need to allow, in their tendered rates, for the undertaking of testing and the provision

of results to the Superintendent upon request. Such requests would be confined to those tests in the Australian Standards specified in this document.

### 3.6 Term Of Contract

The initial contract term will be for two (2) years, from 22 October 2018 until 22 October 2020, with a possible two (2) single year extensions, subject to approval in each instance by the Principal, up to maximum four (4) years in total.

Contract extensions beyond the initial contract term will have the identical price adjustment provisions apply as per clause 25.3 of General Conditions of Contract.

Contract extensions will be granted providing but not limited to the Contractor meeting set Key Performance Indicators.

### 3.7 Key Performance Indicators

The Contractor will be expected to meet the following the following KPI's. KPI's may be reviewed annually by the Principal. KPI's may be used as a measure to determine extension of this contract.

- 1) All works preformed in a timely manner
- 2) All works preformed to a high standard in professional/tradesman like manner.

## Part 4

### COMPLETE & RETURN

## Tenderers Offer

### 4.1 Offer Form

The Chief Executive Officer  
Shire of Dundas  
88-92 Prinsep Street  
NORSEMAN WA 6443

(PLEASE COMPLETE ALL FIELDS USING BLOCK LETTERS)

I/We (Registered Entity Name) \_\_\_\_\_

Of \_\_\_\_\_

(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

In response to Request for Tender RFT 03 / 18 – Provision of Handyman Services.

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) days from the date of the tender closing 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.

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 \_\_\_\_\_ 2018

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_ Mobile No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorised signatory postal address: \_\_\_\_\_

## 4.2 Compliance Criteria

The compliance criteria are as follows –

- (a) Financial Assessment;
- (b) Risk Assessment;
- (c) Safety and Health Assessment;
- (d) Insurance Coverage; and
- (e) Certification.

## 4.3 Financial Assessment

In assessing Tenders, 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.

A Representative of the Principal may contact you to request financial information for use in the assessment of Tenders.

## 4.4 Risk Assessment

In assessing Tenders, the Principal may give consideration to any information provided by a Tenderer's referees.

Tenderers must also address the following in an attachment labelled "Risk Assessment" -

Tick if attached

- (a) An outline of your organisational structure inclusive of any branches and number of personnel.
- (b) If companies are involved, attach their current ASIC company search extracts including latest annual return.
- (c) Provide the names of the organisation's directors/company owners and any positions held by those individuals in other organisations.
- (d) Provide a summary of the number of years your organisation has been in business.
- (e) Attach details of your referees. You should give examples of work provided for your referees where applicable.
- (f) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.
- (g) 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 Document) and if there is no trust deed, provide the names and addresses of beneficiaries.
- (h) Do you intend to subcontract any of the Requirements? If Yes, provide details of the Sub- Contractor(s) including the name, address and the number of people employed and the works to be subcontracted.
- (i) Will any actual or potential conflict of interest exist if you are awarded the Contract? If Yes, please detail the actual or potential conflict of interest and the way in which it will be dealt with.
- (j) Are you presently able to pay all your debts in full as and when they fall due?
- (k) 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.
- (l) In order to demonstrate your financial ability to undertake the Requirements, 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.
- (m) Show evidence that you have considered environmental impacts in the potential supply of goods and/or provision of Services for this Tender.



- (n) Show evidence that you have assessed Sub-Contractors, if any, on the basis of their sustainability credentials.

#### 4.5 Safety & Health Assessment

Tenderers must address the following in an attachment labelled “Safety and Health Assessment” –

Tick if attached

- (a) Does your organisation have a written OHS policy and/or written safety procedures? If so, please attach.
- (b) Does the organisation have written procedures for assessing and managing risks associated with manual handling? If so, please attach.
- (c) Does the organisation have an accident/incident reporting and investigation procedure? If so, please attach.
- (d) Are OHS responsibilities for all levels of staff documented?
- (e) Who is responsible for Safety and Health within your organisation? Please provide name and contact details.
- (f) Does the organisation have a safety representative or safety and health committee in the workplace?
- (g) How are employees involved in OHS decision making?
- (h) What is the organisation’s accident record for the past 3 years?
- (i) Has the organisation had any Workers’ Compensation claims in the past 3 years?
- (j) Has the organisation ever been prosecuted or fined under the Occupational Safety and Health Act 1984 or related legislation?
- (k) Will the organisation provide required Work equipment and personal protective equipment suitable for the Work to be performed?
- (l) How does the organisation ensure that plant, equipment and vehicles are kept in safe working order and in compliance with all state and federal legislation? Are Workplace inspection checklists used?

#### 4.6 Insurance Coverage

Tenderers must supply evidence of their insurance coverage in the table below.

Insurance Type	Insured Amount	Policy Number	Expiry Date
Public & Product Liability			
Workers Compensation			
Professional Indemnity			

The Contractor will be required to hold the following policies of insurance for the full duration of the Contract:

Insurance Type	Insured Amount
Public Liability	\$5,000,000 any one occurrence
Product Liability	\$5,000,000 any one occurrence and in the aggregate
Workers Compensation	Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).
Comprehensive Motor Vehicle & Third Party	Plant, Equipment & Vehicle insurance cover (including fire, theft and damage cover) but with no minimum amount specified.
Contract Works	Contract value and no less than \$5,000,000 public and product liability arising from the contract.
Professional Indemnity	\$500,000 any one claim and in the aggregate.

#### 4.7 Certification

Tenderers should attach evidence of all licences and certification necessary to carry out the Requirements.

Description of Compliance Criteria	Yes	No
Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal		
Compliance with the Specification contained in the Request		
Compliance with the Quality Assurance requirement for this Request		

#### 4.8 Regional Price Preference

Tenderers that intend to claim a regional price preference as detailed within Principal’s Regional Price Preference Policy (Appendix B) must address the following information in an attachment labelled “Regional Price Preference”.

Note: To qualify for a regional price preference, Tenderers must answer YES to questions 1-4 below or provide information required in question 5. Tenderers who do not address the following information in full or at all will not qualify for a regional price preference.

Description of Regional Price Preference	Yes	No
Does your organisation believe they qualify as a ‘Regional Tenderer’ for the purpose of seeking a ‘Local Preference’?		
Does your organisation currently operate out of premises within the Shire of Dundas?		
Has your organisation operated continuously out of the premises for a period of no less than six (6) months, prior to the tender deadline?		
Will your organisation manage/deliver the majority of the contract outcomes from the premises within the Shire of Dundas?		
Is your organisation using Local Contractors, Sub-Contractors and suppliers specific to the Works in this Document? If so provide a schedule inclusive of estimated contract amounts?		
<p><b>Regional Tenderer</b></p> <p>Provide adequate documentation to verify your organisation has operated a business continuously out of premises within the Shire of Dundas for at least six (6) months such as:</p> <ul style="list-style-type: none"> <li>- Lease Agreement in the organisation’s name; or</li> <li>- Rates Notice of Assessment in the organisation’s name; or</li> <li>- Other substantiating documentation.</li> </ul> <p>(Please note the Principal reserves the right to request additional substantiation in order to confirm the organisation’s status as a Regional Tenderer.)</p>		

#### 4.9 Qualitative Criteria

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

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

(d) Respondents are to address each issue outlined within a qualitative criterion.

<p><b>Demonstrated Capacity and experience</b></p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it "Organisation Capabilities":</p> <ul style="list-style-type: none"> <li>• Demonstrate that your organisation has the capacity to resource the work i.e. current workload versus forecast workload including this Contract expressed as a percentage;</li> <li>• Detail the subcontractors to be utilised in conducting the Requirements of this Request inclusive of any relevant Current Registrations held, their intended role and any relevant experience and qualifications held;</li> <li>• Provide details on the length and nature of relationship of your subcontractors and your organisation.</li> </ul>	<p><b>Weighting: 20%</b></p> <p>Tick if attached</p>
<p><b>Key Personnel</b></p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it "Key Personnel":</p> <ul style="list-style-type: none"> <li>• Detail the key management personnel that will be involved in the management of this Contract inclusive of any relevant Current Registrations or Licences held, their intended role and any relevant experience or qualifications held;</li> <li>• Detail the key operational personnel to be utilised in conducting the Requirements of this Request inclusive of any relevant Current Registrations or Licences held, their intended role and any relevant experience or qualifications held.</li> </ul>	<p><b>Weighting: 10%</b></p> <p>Tick if attached</p>
<p><b>Key Personnel – Regional Contracting</b></p> <p>Provide adequate documentation to verify your organisation has operated a business continuously out of premises within the Shire of Dundas for at least six (6) months (section 4.8), or</p>	<p><b>Weighting: 5%</b></p> <p>Tick if attached</p>
<p><b>Plant and Equipment</b></p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it "Plant and Equipment":</p> <p>(a) Detail the proposed plant and equipment to be utilised in conducting these Services;</p> <p>(b) Outline your service programme in order to maintain any plant and equipment;</p> <p>(c) Detail your ability to provide backup plant, equipment and personnel in case of emergency vehicle breakdown etc.</p>	<p><b>Weighting: 10%</b></p> <p>Tick if attached</p>
<p><b>Price</b></p> <p>Tenderers must complete the Schedule of Prices in Part 4. Tick if you wish to be considered under the Principal's Local Content Preference Policy</p>	<p><b>Weighting: 55%</b></p>

#### 4.10 Pricing Schedule

All pricing and payment shall be inclusive of GST. Therefore supply all prices inclusive of GST. The Principal will calculate the GST component.

Tenderers must complete the Price Schedule below. All prices Offered are to be fixed for the term of the Contract. The Tenderer shall complete the Price Schedule in full. All line items stated are to include the necessary resources to complete the Works as requested in this RFT Document. All consulting cost for administration, meetings for design interpretation, design development approval and presentation are to be included in the Tender price.

Should the contract be extended beyond the initial two (2) years, the Contractor's rates will increase no more than the current Consumer Price Index, as per clause 25.3 of the Shire of Dundas' General Conditions of Contract.

#### 4.11 Price Schedule

Tenderers must complete the Schedule of Rates below. All prices should be based on the Specification, Scope of Work, Drawings, Reports and relevant standards.

The Schedule of Rates must include all relevant fees and charges. The fees and charges for this project must be itemized to reflect the delivery of the Specification. The tender should clearly identify tenderers' understanding of this Specification with a list of inclusions and exclusions of services.

All line items must be completed in full.

##### Schedule A3: Handyman Services

Description	Unit per hour	Rate (Ex GST)	GST	Rate (Inc GST)
Labour (inclusive of tools and vehicle)				

Percentage mark-up on materials supplied \_\_\_\_\_% (can be zero).

##### Schedule of rates for day works

The Tenderer shall list below the hourly rates offered for various plant, equipment, services and labour which may be employed on the site including any applicable Goods and Services Tax (GST).

Description/Function	Rate per hour	Rate per day

## Appendix A

READ & KEEP

### Annexure To AS 2124-1992

The Schedule – Annexure AS 2124-1992

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	Western Australia
Payments under the Contract shall be made at: (Clause 1)	Norseman
The Principal: (Clause 2)	Shire of Dundas
The address of the Principal:	88-92 Prinsep Street Norseman WA 6443
The Superintendent: (Clause 2)	Shire of Dundas
The address of the Superintendent:	88-92 Prinsep Street Norseman WA 6443
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not Applicable
Bill of Quantities—the alternative applying: (Clause 4.1)	Not Applicable
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Submitted with tender
# Contractor shall provide security in the amount of: (Clause 5.2)	Nil
# Principal shall provide security in the amount of: (Clause 5.2)	Nil
# The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Nil
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative two
The number of copies to be supplied by the Principal: (Clause 8.3)	Two (2)
The number of copies to be supplied by the Contractor: (Clause 8.4)	Two (2)
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	Fourteen (14) days
Work which cannot be subcontracted without approval: (Clause 9.2)	All work under the Contract
The percentage for profit and attendance: (Clause 11(b))	Nil, include in tendered rates
The amount or percentage for profit and attendance: (Clause 11(c))	Nil
Insurance of the Works—the alternative applying: (Clause 18)	Alternative one
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	5% of Contract Sum
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Nil
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil, other than as per RFT 03/18 Provision of Handyman Services

The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
Public Liability Insurance—the alternative applying: (Clause 19)	Alternative one
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$5,000,000.00 any one occurrence
The time for giving possession of the Site: (Clause 27.1)	
# The Date for Practical Completion: (Clause 35.2)	Within 14 days of the date of the letter of Acceptance of Tender
# Liquidated Damages per day: (Clause 35.6)	Not applicable
# Limit of Liquidated Damages: (Clause 35.7)	Not applicable
# Bonus per day for early Practical Completion: (Clause 35.8)	Not applicable
# Limit of bonus: (Clause 35.8)	Not applicable
#Extra costs for Delay or Disruption: (Clause 36)	Not applicable
# The Defects Liability Period: (Clause 37)	Not applicable
The Charge for overheads, profit, etc. for Day work: (Clause 41(f))	52 weeks after the date of practical completion. As specified in the tendered Day works schedule.
Times for Payment Claims: (Clause 42.1)	<p>The Contractor shall submit a tax invoice to the Principal as soon as practicable upon the completion of any resultant Works.</p> <p>All works performed under the Contract are subject to the pricing in the Schedule of Rates and include for all hours of work. No travel, penalty rates or mobilisation and de-mobilisation charges shall apply. Unless specifically included in the Schedule of Rates.</p> <p>No work shall be performed by the Contractor without a valid Purchase Order from the Principal, except in emergency situations as advised by the Principal's Representative.</p> <p>The fee payable by the Principal to the Contractor for the provision of the Services shall be calculated as per the Schedule of Rates in the prescribed format contained within the Tenderer Offer as determined by the Principal.</p> <p>Contractor invoices shall detail the specifics of the Works being charged, together with the relevant line item off the Schedule of Rates and the Purchase Order number.</p> <p>Where the fee is payable on a time charge, or hourly rate, basis, the rate of remuneration payable by the Principal in respect of any person employed or</p>

	<p>otherwise engaged by the Contractor to perform the Services shall be the rate specified in the Schedule as being applicable to the level of the task performed by that person.</p> <p>Payments terms are thirty (30) days from the receipt of Contractor's valid tax invoice for the subject month of Services or provision of goods completion or from the date of receipt of the invoice.</p>
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Not applicable
Retention Moneys on: (Clause 42.3)	<p>(a) Work incorporated in the Works and any work or items for which a different amount of retention is not provided, 5% of the value;</p> <p>(b) Items on Site but not yet incorporated in the Works, NIL</p> <p>(c) Items off Site but in Australia, NIL</p> <p>(d) Items not in Australia NIL</p> <p>(e) Disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract NIL</p>
Unfixed Plant or Materials—the alternative applying: (Clause 42.4)	Alternative three
The rate of interest on overdue payments: (Clause 42.9)	Nil
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months or Unlimited if Contractor is in breach of Clause 14.1 or 21.1.
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative two
The person to nominate an arbitrator: (Clause 47.3)	President of the Institution of Engineers, Australia
Location of arbitration: (Clause 47.3)	To be agreed

## Appendix B

### READ & KEEP

## Shire of Dundas Policy Manual Reviewed 19<sup>th</sup> December 2017

### Buy Local Policy

Expressions of Interest to the skilled / qualified community for work on projects The Shire will call for expression of interest from skilled and qualified members of the community for work on new projects. Details of the new projects will be displayed on the public notice board of the Shire as soon as the budget is adopted by the council.

#### Regional Business and Regional Price Preference

The region (Prescribed Area) for the purpose of Regional Business Preference this policy relates to is divided into two zones.

Zone 1 is the Shire of Dundas.

Zone 2 includes the Shires comprising GVROC namely Ravensthorpe, Coolgardie, Kalgoorlie-Boulder, Menzies, Laverton, Leonora, Wiluna, Ngaanyatjarraku and Esperance.

A price preference will apply to all tenders and quotations invited by the Shire of Dundas for the supply of goods and services and construction (building) services, unless Council resolves that this policy not apply to a particular tender or quotation.

The following levels of preference, (excluding GST) may be applied under this policy:

Zone 1: Goods and services including Construction (building) services, up to a maximum price variation of 5%.

Zone 2: Goods and services including Construction (building) services, up to a maximum price variation of 2.5 %.

The level of preference outlined above will be applied as either a regional business preference or as a regional content preference but not both. The maximum variation shall not exceed \$50,000 in any circumstance.

To qualify, a business must have established a permanent office in the Prescribed Area for at least six (6) months prior to bids being sourced.





## 10.3.1

Standing Orders Local Law 2018 Amendment

# LOCAL GOVERNMENT ACT 1995

*Shire of Dundas*

## STANDING ORDERS AMENDMENT LOCAL LAW 2018

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Dundas resolved on the 2018 to make the following local law.

### **1. Title**

This local Law may be cited as the *Shire of Dundas Standing Orders Amendment Local Law 2018*.

### **2. Commencement**

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

### **3. Principal local law amended**

This local law amends the *Shire of Dundas Standing Orders Local Law 2018* as published in the *Government Gazette* on 22 May 2018.

### **4. Clause 14.10 amended**

Delete clause 14.10 and replace with the following:

#### **14.10 Ruling of the Presiding Member to be disagreed with**

(1) If the motion "that the ruling of the Presiding Member be disagreed with" is carried, that ruling is to have no effect and the meeting is to proceed accordingly.

(2) Where the Presiding Member has given the ruling in strict accordance with the Act, this motion may not be moved.

(3) Where the Presiding Member has adjourned the meeting in accordance with Clause 12.10 of these local laws, this motion may not be moved.

### **5. Part 15 amended**

(1) In part 15, delete clauses 15.1 to 15.6.

(2) Renumber clause 15.7 to 15.1

(3) Renumber clause 15.8 to 15.2

Dated:

The Common Seal of the Shire of Dundas was affixed by authority of a resolution of the Council in the presence of

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LAURENE BONZA, Shire President.

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PETER FITCHAT, Chief Executive Officer



10.4.4

Officers Reports

## INFORMATION BULLETIN

**AREA:** Works and Services

**OFFICER:** Peter Crawford

**Period of Reporting:** September 2018

### Norseman Aerodrome

There is an issue with the Norseman airstrip upgrade changing the GPS locations of the new runway threshold enough to make the old Terminal Instrument Flight Procedure (TIFP) out of synch.

There are very little in the way of tangible benefits to the Shire in having the Norseman airstrip registered as against becoming an ALA but there are definite costs involved in being registered due to the compliance requirements from CASA. With the type of air traffic we experience in Norseman, an ALA provides all that is needed for our airstrip to function adequately.

In discussions with the CASA Inspector, there would be no costs involved in reverting to an ALA for Norseman airstrip.

### Eucla Airstrip

Most of the planning works have been completed and final costs arrived at to enable funding applications to be submitted once the funding rounds have been advertised. It should also be emphasised at this point that the status of the upgraded Eucla airstrip will be only as an Aeroplane Landing Area (ALA).

### Town Works

A lot of work went into preparing for the Gold Fever Festival, especially last minute requests from the organisers. This is an issue that must be addressed by Shire Management to prevent a repeat of these occurrences in the future. All in all, the event proved to be a big success.

A major weed spraying campaign is underway after the recent rains and some road side verges will also be sprayed to control infestation.

### Town Gardens

Most of the town gardens and roundabouts have had reticulation replaced, shrubs pruned and all areas mulched in preparation for the summer months.

### Roads

Resheeting works are still underway between S1k 140.00 and 176.00 with completion scheduled for the end of September. A number of old gravel pits will also be rehabilitated along the road in keeping with the requirements of our clearing applications.

Road counters have been placed on the Mort Harslett Road and the Hyden Norseman Road and will be lifted and read on Wednesday, 12 September after which the counters will be reset on other roads.

#### RV Park

The RV Park will be relocated to the old Rugby Park the week on 11 September. Signs depicting the conditions of use for the park area have been erected at the entrance as well as a number of finger board signs around town directing RV Traffic to the park. This park will be well monitored for compliant vehicles as well as the old park area where "No Camping" signs have been placed.

## REPORT TO COUNCIL

SHIRE OF DUNDAS ORDINARY MEETING OF COUNCIL Tuesday 18th September 2018

AREA: Community Development

OFFICER: Pania Turner

Reporting Period: August-September

### Gold Fever Festival

The Gold Fever festival was once again a great community event and for all Councillors who were able to attend the day you will have noted the good crowds during the morning and through-out the day. Special mention should go to the Community Markets organiser Olenna Connell who has been able to grow the markets to a monthly event that draws customers and activity to the Norseman Town Centre.

The Festival Committee did believe the numbers were down a little, including drillers for the Rockdrill however all who attended had a an enjoyable day and I believe the evening entertainment saw the Norseman Hotel full of patrons.

Next year will Norseman celebrate its 125 years and Gold Fever should be one of the key events of 2019 for the region. Good events take time to grow and cement themselves as a must do in the regional calendar. Considering the significance of the 125 years event Council will want to consider how it will invest in the next festival.

Strong and sustainable events will:

- be driven by community
- require stakeholder investment such as Local Government, Industry, local business and funding bodies
- deliver a positive experience for all who are involved
- deliver ongoing economic benefits to the host community
- require volunteers and paid staff, and
- foster social benefits such as belonging, pride, education, strengthen community networks, participation and diverse community engagement.

### Dundas Images Photographic Competition

Congratulations to the winners of the Dundas Images photographic competition. It was great to have Norseman DHS students visit for the awards morning tea as well as a few community members. The Shire President along with competition judge Lynn Webb from the gallery of Splendid Isolation presented the awards. Yet to be awarded is the People's Choice award which is announce at the end of September and the remaining #livingindundas FB awards which are announced each Friday during September.

Visitors to the Shire offices always comment on the images and enjoy looking at all our community has to offer.

Prize Winners:

Award of Excellence: Jacquie Best	
Environment Study Award: Jacquie Best Environment Study Runner-up: Kylie Tibbles Environment Study Runner-up: Sonya Ellison	Great Western Woodlands Award: Olenna Connell Great Western Woodlands Runner-up: Kylie Tibbles Great Western Woodlands Runner-up: Geoffrey Bond
Youth Award: Mya Morgan Youth Runner-up: Jonah Turner Youth Runner-up: Tayunnah Schultz Youth Runner-up: Tayunnah Schultz	People Award: Sharon Warner People Runner-up: Pania Turner People Runner-up: Mya Morgan

### Norseman Flower and Garden Show

Congratulations to the Norseman Gardening Group for the mammoth effort given to pull off such an excellent event. Expecting only a small number of exhibits the group were so pleased to have the community support the weekend with entries, displays, local business donations and volunteer assistance. The group raised \$400 through donations and will put that aside to plan for the even bigger show they hope to host next year.

The Shire sponsored the event under the Recreation and Culture budget with prizes valued at \$1835. The Shire also provided in-kind support of staffing, venue use and promotions. Many tourists took time to visit the exhibition and the comments received were all very positive. It was also great to see local business offer vouchers spot prizes, community organisations such as the Norseman P&C, Norseman DHS, and Norseman Community Markets all contributed as well as cash donations from local residents towards the children's awards.

Award of Excellence Ray Marcon	Decorated Pot: Tracy Neave
Potted Plants: Renee Petersen Runner-up: Angela Smart	Hanging basket: Pania Turner Runner-up: Angela Smart
Themed Garden: Jacquie Best & Cindy Marcon Runner-up: Cindy Marcon	Produce: Kim Woollet
Children Award: Kaydie Negus Runner-up: Mikki Connell Runner-up: K Jensen	Garden Ornaments: Kim Wills Runner-up: Debbie Ralph Runner-up: Olenna Connell Runner-up: Kim Wills
Miniature Garden: Angela Smart Runner-up: Jacquie Best	

### Woodlands Centre

GFG Consulting and Cartman Design will be have met with Council and some members of the Woodlands Centre Advisory Group to discuss final operational design elements informing the final stages of preparation for going out to tender, which at this time (without any unforeseen delays) is on schedule for mid-late October.

The Norseman Visitors Centre and Norseman CRC have been considering their own operational requirements and how the different elements can be managed to come into a co-location set-up complementing the business of each service.

### Norseman Community Calendar

With the Dundas Images competition drawing to a close at the end of September the development of the Norseman Community Calendar is underway. This community resource provided free is popular and highly sought after promotion of the Shire of Dundas. For the 2019 Calendar we will be looking to include some heritage photos celebrate the 125 years of Norseman as well as a variety of natural images of the beautiful Great Western Woodlands.

# REPORT TO COUNCIL

## COUNCIL ORDINARY MEETING TUESDAY 18<sup>th</sup> September 2018

AREA: Youth

OFFICER: Margaret McEwan

Period of Reporting: September 2018

Attendance on average per week: 40

### Youth

The youth centre has been busy with kids aged 6-17yrs coming in and out through the week, I have seen an increase of younger children coming down to the park, skate park and youth centre although the youth centre is funded for youth aged 12-26yrs having special days where younger aged kids can come into the youth centre for an hour and use what is available, I have noticed the days where younger kids are not allowed in the youth centre there are more physical fights and name calling in the park and Skate Park, on the days they are allowed in the youth centre once they leave there are less fights and the kids seem to be happier and get along. One Saturday afternoon we headed to the park and had a picnic, played cards and ran around before heading back to the youth centre for a nice chilled evening of games and chatting.

School holidays are coming up fast and the weather is getting hotter!!! Bush walks and trails, BBQs, excursions, climbing and everything out doors for the warmer months. Friday night sports is down the oval from 3pm to 6pm all community members are welcome to come down and use any sport equipment that is available we have basketball, netball, volley ball, tennis, squash and more!! Children aged 5 and under need to be accompanied by an adult. Come down and join the fun!!

**The youth centre/ youth officer is not a day care or babysitting service parents need to know where their children are and who they are with.**

Collaboration with the school on September 18<sup>th</sup> driving the youth bus to Kalgoorlie for interschool sports carnival taking 26 students and 3 teachers, will also be assisting students with carnival jobs.

Looking into starting a book club with the kids, been asking kids if they like reading, what kind of books do they like, would they be interested to join a book club. The youth centre still offers homework and assignment help after school and on weekends, if you need to use a computer to do some research, printing or to save information the space is available to do so. The youth officer is more than happy to help you if you need it.