



## SECTION C

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# CONDITIONS OF TENDERING

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## **C1 GENERAL**

These conditions shall be read in conjunction with and shall take precedence over Australian Standard AS 2125 -1992 "General Conditions of Tendering and Form of Tender". The work shall be carried out under a Lump Sum Contract and is not subject to adjustment for rise and fall in costs.

## **C2 AMENDMENTS TO AS2125 OR AS2126**

### **Clause 2:**

Tender Documents. The Tender Documents shall be these Conditions of Tendering and the requirements of the Contract Document described in Sections A to H.

### **Clause 5.2:**

Further information will be provided only upon application to the Principal's (Superintendent), GFG Consulting. The Principal shall not be bound by nor shall the Contract incorporate any such further information unless given in writing in response to such application.

### **Clause 6:**

Tenders shall be lodged according to the requirements of Clause C8 of these Conditions. Late Tenders may not be considered.

## **C3 SEGREGATION OF TENDER PRICE**

Tenderers shall state in their Tender the approximate contract value of the Western Australian, Australian (other than WA) and, if applicable, overseas portion of the contract works.

Approved suitable Western Australian components shall be offered provided that this can be done economically and without detriment to specified guarantees of performance and completion dates.

Should the Tenderer propose other than a Western Australian component, where a Western Australian component is available, he shall give the reason for the selection and advise the price difference for each item, together with technical details.

## **C4 GOODS AND SERVICES TAX**

### **C4.1 FULL BENEFIT OF ANY REDUCTION**

The Contractor will pass on to the Principal, in the form of a reduction to the Contract Sum and similarly to progress claims, the full benefit of any reduction in the Contractor's cost of performing the work under the Contract that results either directly or indirectly from the repeal or reduction of any then existing tax including, but not limited to sales tax, financial institution of any then existing tax including, but not limited to sales tax, financial institutions duty, bank account debits tax, stamp duty or fuel excise. The Contractor will comply with the ACCC guidelines as published in accordance with section 75AV and 75AU of the Trade Practices Act 1974. The Contractor's compliance with this obligation may be subject to independent audit and verification.

## **C4.2 TAX INVOICE**

The Principal will not be required to pay the Contractor in respect of any claim until 14 days following the certification of the claim by the Superintendent and of the tax invoice. The tax invoice, for GST purposes, shall be in the format and form required as set out in the GST legislation and regulations.

## **C4.3 DEFINITIONS**

“Tax Invoice” means a document that complies with the requirements of subsection 29-70(1) and (if applicable) section 54-50 of the A New Tax System (Goods and Services Tax) Act 1999.

“GST” means any value added tax, turnover tax, consumption tax, goods and services tax or any other similar tax impost or duty introduced by the Commonwealth of Australia or any State or Territory of Australia whether before or after the date of this Agreement which is or may be levied or become payable in connection with the sale option or other disposition of land or other property or the lease, sub-lease or other supply of premises.

## **C5 VARIATIONS IN PROFIT AND OVERHEADS**

To enable adjustment to profits and overhead in accordance with Clause E5, Tenderers shall nominate the percentage of the Tender Price, which represents the profit and overheads portion.

## **C6 WORKING HOURS (SCHEDULE B7)**

Tenderers shall nominate in their Tender the number of working hours per day and per week on which the Tender Price has been based. These figures shall be given in Schedule B7.

## **C7 CONFORMING AND ALTERNATIVE TENDERS (SCHEDULE B17)**

Tenderers shall submit a Tender conforming in all details with the Tender Documents. Alternative Tenders may be submitted in addition to the Conforming Tender in which case all points of departure from the Tender Documents shall be clearly and separately listed, and providing details of advantages and disadvantages to the Principal and cost/time implications.

The Alternative tender(s) is likely to identify any alternative civil or building construction techniques or materials that may constitute a saving to the Principal in either time or money.

## **C8 LODGEMENT OF TENDERS**

The Tender Documents shall be returned with the following completed copies:

- Acknowledgement of any and all addenda issued
- Form of Tender
- All schedules in Section B.
- Program of works
- Acknowledgement that a site inspection (either physical and/or desktop) has been carried out and all allowances made for existing conditions

## COMPLIANCE CRITERIA CHECKLIST

Compliance Criteria Checklist	Yes	No
1. Form of Tender was received (see clause 2).	<input type="checkbox"/>	<input type="checkbox"/>
2. All <b>Section B</b> Schedules attached (see clause 2).	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternative Tender was also attached and accompanied with a conforming tender (see clause 7).	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the tenderer agreed to perform the works in accordance with the specification?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are commencement & completion dates provided?	<input type="checkbox"/>	<input type="checkbox"/>
6. Technical merits of methods to be used?	<input type="checkbox"/>	<input type="checkbox"/>
7. Compliance with environmental and community issues?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has detail of Company's accreditation status with regard to Quality (ISO9001) been provided?	<input type="checkbox"/>	<input type="checkbox"/>
9. Has detail of Company's accreditation status with regard to Environmental (ISO14001) been provided?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has detail of Company's accreditation status with regard to Safety (AS/NZS4801) been provided?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has the tenderer complied with the Tender Instructions/License requirements?	<input type="checkbox"/>	<input type="checkbox"/>
12. Are all documents completed?	<input type="checkbox"/>	<input type="checkbox"/>
13. Were Client referees provided?	<input type="checkbox"/>	<input type="checkbox"/>
14. Has the tenderer adequately addressed Occupational Safety, Health and Environment Management and practices to be employed on project?	<input type="checkbox"/>	<input type="checkbox"/>
15. Has schedule of rates been provided?	<input type="checkbox"/>	<input type="checkbox"/>
16. Does the tenderer have the financial capability to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>
17. Does the tenderer have the resources available to fulfil the contract?	<input type="checkbox"/>	<input type="checkbox"/>

## ASSESSMENT CRITERIA REQUIREMENTS

The Tenders will be evaluated using the selection criteria noted below – both Qualitative and Quantitative.

Selection Criteria	Weighting %
<b>Key Personnel (SCHEDULE B3)</b> <ul style="list-style-type: none"> <li>Outline Key Personnel to be used on Project and their project involvement and a summary of project experience.</li> </ul>	<b>15%</b>
<b>Relevant Project Experience (SCHEDULE B5)</b> <ul style="list-style-type: none"> <li>Provide a summary of relevant projects completed by your company within the last 10 years.</li> </ul>	<b>10%</b>
<b>Occupational Health &amp; Safety (SCHEDULE B15)</b> <ul style="list-style-type: none"> <li>Provide a summary of the company's OH&amp;S practices and safety record (including LTI's, MTI's &amp; First Aid incidents) for the past 5 years</li> </ul>	<b>5%</b>

<p><b>Access, Inclusion &amp; Cultural Diversity (SCHEDULE B18)</b></p> <ul style="list-style-type: none"> <li>• Provide details of the employment opportunities your organisation offers for to people with disability, Aboriginal Australians, young people, seniors and people from culturally diverse backgrounds.</li> </ul>	<p><b>5%</b></p>
<p><b>Regional Preference</b></p> <p>Provide details of the regional contractors/subcontractors within below zones, to be involved in the project.</p> <p><i>Zone 1 is the Shire of Dundas</i></p> <p><i>Zone 2 includes the Shires comprising Goldfields Voluntary Regional Of Councils namely Ravensthorpe, Coolgardie, Kalgoorlie-Boulder, Menzies, Laverton, Leonora, Wiluna, Ngaanyatjarraku and Esperance.</i></p>	<p><b>15%</b></p>
<p><b>Regional Price Preference</b></p> <p>The following levels of preference, (excluding GST) may be applied under this policy:</p> <p>Zone 1: Goods and services including Construction (building) services, up to a maximum price variation of 5%</p> <p>Zone 2: Goods and services including Construction (building) services, to a maximum Price variation of 2.5%</p> <p><i>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.</i></p> <p><i>Zone 1 is the Shire of Dundas.</i></p> <p><i>Zone 2 includes the Shires comprising GVROC namely Ravensthorpe, Coolgardie, Kalgoorlie-Boulder, Menzies, Laverton, Leonora, Wiluna, Ngaanyatjarraku and Esperance.</i></p> <p><i>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.</i></p> <p><i>Contractors to provide details of the regional content and evidence of office location and tenure to satisfy this criteria.</i></p>	<p><b>50%</b></p>

It is recommended that Tenderers attend a Tender Investigation Site Meeting.

**This is to be held Thursday 06/12/18 12 noon**

Tenderers are to confirm attendance at the Site Meeting. Failure to attend does not make your tender noncompliant however the successful tenderer will have made themselves fully aware of the site conditions and it will be deemed they had attended should any cause for variations arise related to project and/or site conditions that would have been known as a result of the Site Meeting.

Tenderers are REQUIRED to contact Project Manager Charlie Reynolds 0438 950 829 or email [charlie@glenfloodgroup.com.au](mailto:charlie@glenfloodgroup.com.au) Either to confirm attendance or advise of unavailability.

**A communication either way is expected of ALL tenderers.**

It should be noted as part of the tender evaluation process, a due diligence investigation into the financial viability of selected tenderers may be undertaken prior to award.

The Principal is not bound to accept the lowest or any tender.

(a) Tenders must be emailed to:

[ceo@dundas.wa.gov.au](mailto:ceo@dundas.wa.gov.au)

The Tender must be lodged at the above office on or before the date and time for closure of the Tender.

## **C9 DETAILS OF TENDERER'S BUSINESS IDENTITY (SCHEDULE B1)**

Where the Tenderer carries on a business pursuant to a business name and tenders in that business name it shall state the full names, addresses and occupations of each and every proprietor of the business name in Schedule B1 of Section B.

Where the Tenderer carries on a business as a trustee and tenders in that capacity and not in its own right it must specify this fact in Schedule B1 of Section B.

## **C10 OHSE Management Plan, Documents and Safety Records (SCHEDULE B15)**

The Tenderer shall provide its Company OHSE Management Plan, Hazard and Risk Register, SWMS and Safety Records.

## AUSTRALIAN STANDARD

### GENERAL CONDITIONS OF TENDERING AND FORM OF TENDER

1. The documents, upon which the tenderer is to tender are:
  - Specifications
  - Drawings as listed in Specifications Rev B – Specification 00860 Drawings
  - Section J5 Report
  - Section J6 Report
  - Section J Deemed to Satisfy Report
  - Original Engineering
2. Tenderers must complete the Tender Form provided and lodge it with any accompanying schedules or information in an email endorsed with the Contract number at the place and by the time stated in the invitation to tender.
3. The Principal is not bound to accept the lowest or any tender.
4. Tenders, when submitted, shall be required to remain valid for 90 days
5. In submitting the Tender, Tenderer confirms that the prices which have been quoted in the Tender have not knowingly been disclosed by Tenderer, directly or indirectly, to any other contractor, nor will they be disclosed.