



REQUEST FOR TENDER

Request for Tender	Construction of the Two Storey Extension 5D Brockman Street, Manjimup
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Deadline:	3:00pm Friday 29 October 2021
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Address for Delivery:	Tenders should be enclosed in a plain envelope or similar – endorsed with the Tender Number, Tenderers name and contact number and delivered to: Shire of Manjimup Administration Centre 37-39 Rose Street Manjimup, WA 6258 or PO BOX 1 Manjimup, WA 6258 or e-mail - tenders@manjimup.wa.gov.au
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RFT Number:	RFT 01/21
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1 CONDITIONS OF TENDERING

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal is seeking to appoint a suitably qualified and experienced contractor to undertake the following works on Lot 45 (No 5) Brockman Street, Manjimup as described in the specification and/or shown on the drawings:

- a) Complete structural repairs to the existing parapet located on the Western Side Boundary;
- b) Modification of the external courtyards located at the rear of the building, including the relocation of existing air conditioning units and other service equipment located on the rear wall of the building;
- c) Complete a second steel frame storey addition, including required structural works on the existing building; and
- d) Supply and Install a roof covered deck with connections to the second floor.

A full statement of the Requirements under the contract appears in Part 2 - Specification and the Appendices.

1.2 DEFINITIONS

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

Attachments:	The documents you attach as part of your Tender;
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor;
Contractor:	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;
Council:	Means the Principal's elected members;
Deadline:	The deadline for lodgement of the Tender as detailed on the front of this tender document;
General Conditions:	Means the General Conditions of Contract for the Supply of Goods and/or Provision of Services provided or nominated in Part 3;
Letter of Engagement:	Means the letter from the Principal to the Contractor whereby the Contractor is engaged to provide the Contracted Works;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Manjimup;

PART 1	READ AND KEEP THIS PART
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**Request OR RFT
OR Request for
Tender:** This document;

**Requirements:
Selection Criteria:** The goods and/or services requested by the Principal;
The criteria used by the Principal in evaluating your Tender;

**Special Conditions
of Contract:** The additional contractual terms as nominated in Part 4;

Specification: The Statement of Requirements that the Principal requests you to provide if selected as nominated in Part 2;

Tender: Completed Offer form in Part 5, response to the Selection Criteria and Attachments;

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

Tender Period: The time between advertising the Request and the Deadline.

1.3 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (read and keep this part);
- Part 2 – Specification (and/or plans/drawings) (read and keep this part);
- Part 3 – General Conditions of Contract (read and keep this part);
- Part 4 – Conditions of Contract (read and keep this part);
- Part 5 – Tenderer’s Offer (complete and return this part);
- Appendix A – Tender Documents;
- Appendix B – Adjustment of Time Costs;
- Appendix C – Compliance Declaration;
- Appendix D – Form of Contract – AS 2124 – 1992 with amendments – Contract Information; and
- Appendix E – Fillable Forms for Tender Submission

1.4 SEPARATE DOCUMENTS

- (a) Addenda and any other special correspondence issued to Tenderers by the Principal.

1.5 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document;
- (b) Ensure you understand the Requirements;
- (c) Complete and return the Offer (Part5) in all respects and include all Attachments;
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- (e) Lodge your Tender before the Deadline.

1.6 CONTACT PERSON

Tenderers should not rely on any information provided by any person other than the person listed below:

	Project Manager	RFT Enquiries
Name:	Peter Krispyn	Brian Robinson
Telephone:	0427 711 023	0447 312 357
Email:	peter.krisypyn@manjimup.wa.gov.au	brian.robinson@manjimup.wa.gov.au

A prospective Tenderer may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. No requests for information or clarification to the RFT Documents will be accepted later than four (4) days prior to the Deadline of this Request.

1.7 TENDER BRIEFING/SITE INSPECTION

A mandatory site inspection will be held on Wednesday 20 October 2021 at 10:00am commencing at the rear of the existing building at No 5 (Lot 45) Brockman Street, Manjimup. Please confirm attendance by 4:30pm on 19 October 2021 to the Project Manager, details above in 1.6. An alternative time and date for an individual inspection can be requested but not guaranteed.

1.8 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is, 3:00pm on Friday 29 October 2021.

The Tender is to be:

- (a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) Delivered (by the Tenderer or the Tenderer's private agent) by:
 - ┆ Hand and placed in the Tender Box at Shire of Manjimup, 37-39 Rose Street, Manjimup, WA 6258;
 - ┆ Mail to the Chief Executive Officer, Shire of Manjimup, PO Box 1, Manjimup, WA 6258;

Or

- (c) Email to tenders@manjimup.wa.gov.au
It is the Respondent's responsibility to allow sufficient time to ensure that their Proposal has been successfully transmitted and to follow up that the Shire of Manjimup has received all documents.

Tenderers must ensure that they have provided two (2) signed copies of their Tender - one to be marked "ORIGINAL", the other to be marked "COPY". Any brochures or pamphlets must be attached to both the original and the copy. The copy must be bound, and the original must be unbound and clipped (not stapled). All pages must be numbered consecutively and the Tender must include an index.

1.9 REJECTION OF TENDERS

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

- (a) It is not submitted before the Deadline; or
- (b) It is not submitted at the place specified in the Request; or
- (c) A Tender may be rejected if it fails to comply with any other requirements of the Request.

1.10 LATE TENDERS

Tenders received (a) after the Deadline; or (b) in a place other than that stipulated in this Request, will not be accepted for evaluation.

1.11 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders must be for all of the Requirements. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

The Principal also reserves the right to award portion of the Tender only.

1.12 DISCLOSURE OF CONTRACT INFORMATION

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

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

Tenderers should clearly understand that the tendered process will be disclosed to Councillors in the Council agenda item to enable Councillors to make an informed decision when considering awarding the tender. The Council Agenda is a public document.

The disclosure of tendered prices is considered appropriate for openness and transparency in the Council decision making process.

1.13 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later, unless extended by mutual agreement between the Principal and the Tenderer in writing.

1.14 PRECEDENCE OF DOCUMENTS

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

In the event that there is any conflict between the plans appended to this Request, the Structural Drawings will have precedence.

Furthermore, in the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the final Contract between the Principal and the successful Contractor, the terms and conditions appearing in the final Contract will have precedence.

1.15 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 shall state on the Tender Form in the space provided, its registration or license number.

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

1.16 ALTERNATIVE TENDERS

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

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

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

1.17 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 Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;

- (d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (e) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.18 REGISTRATION OF TENDERERS AND ALTERATIONS

To be eligible to lodge a tender the tenderer must register with the Shire by contacting the Shire's Director of Development and Regulation on 9771 7725 and attend the mandatory site meeting as outlined in clause 1.7 of this Request.

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering. The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.19 RISK ASSESSMENT

The Principal may have access to and give consideration to:

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

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

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

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

1.20 EVALUATION PROCESS

This is a Request for Tender.

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

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

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation;
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (e.g. tendered prices) and other selection criteria are considered; and
- (c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.21 SELECTION CRITERIA

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. 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.

1.21.1 Compliance Criteria

These criteria are detailed within Part 5.3 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.21.2 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5.4 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

The Principal supports and encourages Aboriginal employment opportunities (considered a direct Aboriginal Enterprise, Aboriginal Employer or an Aboriginal Business as sub-contractor). The Principal will consider favourably upon Proponents who can demonstrate a history of Aboriginal employment and/or can demonstrate a commitment to Aboriginal employment (including apprentice or trainees) throughout the project.

1.22 PRICE CONSIDERATIONS

A weighted price method will be used as part of the assessment to determine the outcome of the contract. The Shire of Manjimup Regional Price Preference will be applied to the price prior to undertaking the assessment.

1.23 REGIONAL PRICE PREFERENCE

Tenderers for these works may be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Shire of Manjimup policy located <http://www.manjimup.wa.gov.au/your-shire/policies>. The Shire of Manjimup Regional Price Preference will apply to this Tender.

1.24 PRICE BASIS

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

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

This Contract will not be subject to adjustment for site allowances.

1.25 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 be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.26 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 the Tenderer from consideration.

1.27 UNAUTHORISED COMMUNICATION

Tenderers must direct all communications through the Contact Persons (Part 1.6) unless directed otherwise by the Contact Persons. Unauthorised communication with other employees of the Principal directly, may lead to disqualification of the Tender.

1.28 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.29 COSTS OF TENDERING

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.30 TENDER OPENING

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

Only the names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at 4:30PM on Wednesday 29 August 2018 at the Shire of Manjimup office, 37-39 Rose Street, Manjimup.

1.31 REFERENCES

The Principal may have access to and give consideration to any reference checks undertaken as part of the selection criteria in ascertaining any qualities that are relevant to the contract.

1.32 PUBLICITY

Tenderers must not make any public statements or releases to the media concerning the Tender during the Tender period.

1.33 IN-HOUSE TENDER

The Principal will not submit an in-house Tender.

2 SPECIFICATION

2.1 CONTRACT REQUIREMENTS IN BRIEF

The contract is for the structural repair, modification and construction of a second storey extension to the existing building, comprising the following works:

- a) Complete structural repairs to the existing parapet located on the Western Side Boundary and lintel repairs or replacements in accordance with Structural Engineering designs attached to this Request;
- b) Modification of the external courtyards located at the rear of the building, including:
 -) The demolition and removal of the existing steel stair case;
 -) The demolition and possible re-use of existing courtyard fencing;
 -) The demolition and relocation of an existing accessible compliant toilet;
 -) Modification an existing single toilet to permit the installation of steel framework to support the proposed second storey addition; and
 -) the relocation of existing air conditioning units and other service equipment located on the rear wall of the building as required.
- c) Complete a second storey steel frame addition to the existing building, incorporating a passenger lift in accordance with the plans and specifications attached to this Request. This work shall include all works necessary, including the establishment of new internal connections with the existing building;
- d) Supply and Install a roof covered deck with connections to the newly constructed second floor in accordance with the plans and specifications forming this Request.

With the exception of the structural repairs and internal connections to the proposed extension, the Tenderer will not be responsible for other internal works associated with the project within the main/existing building.

Site Address

The site is known as Lot 45 (No 5) Brockman Street, being located on the corner of Guadagnino Lane as shown on the location plan below.



General

Supply all materials and all labour required to carry out the construction as described in the specification and/or shown on the drawings.

Project Overview

The existing building contains two existing tenancies on the ground floor and a vacancy upstairs in the area identified as 5D Brockman Street. The proposed works are to facilitate a change of use and the associated requirements in order for the development to comply with the requirements of the Building Code of Australia, National Construction Code and Relevant Australian Standards.

Please refer to the Specification and drawings for detailed scope of works.

Principal Undertakings

The Principal will be completing the following tasks as part of the overall redevelopment of the site:

- a) An upgrade of the existing electrical supply to the premises;
- b) The provision of Certified Structural Drawings, including any additional information as may be required;
- c) Obtaining the required Energy Efficiency and Building Certification documentation;
- d) The supply of the compliance passenger lift; and
- e) All internal works to the existing building, with the exception of the structural repairs and internal connections with the new building extension.

Contractor Requirements

In addition to completing the works as detailed in the specifications and associated plans, the contractor shall be responsible for obtaining the required Building Permit and the repair of any damage incurred as a result of the works undertaken.

The Contractor is to ensure all works are carried out in accordance with the current National Construction Code and Australian Standards, any anomalies in documentation must be reported to the Project Manager before the tender is submitted. During the tender period the Project Manager may issue qualification or additional information addenda to all registered respondents by email.

The project scope is to be read in conjunction with the specification and all other drawings.

2.2 DEFINITIONS

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

Contractors Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on its behalf for the purpose of the Contract;
Principals Representative:	Means any Officer or person duly authorised by the Principal, in writing, to act on its behalf for the purpose of the Contract;

PART 1	READ AND KEEP THIS PART
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Works or Services: Means the Services, which the Contractor is required to provide to the Principal under the Contract;

2.3 SCOPE OF WORK

Supply all materials and all labour required to carry out the construction of the proposed structural repair and extension of the building as detailed in Appendix A – Tender Documents. The documents, upon which the tenderer is to tender are:

1. Existing Building Plans
 - a) Existing Elevations;
 - b) Existing Ground Floor Plan;
 - c) First Floor Structure; and
 - d) Existing First Floor Plan.

2. Demolition Plans;
 - a) Demolition Works – Elevations; and
 - b) Demolition Plans – Ground Floor.

3. Proposed Building Works;
 - a) Proposed Ground Floor;
 - b) Proposed First Floor;
 - c) Proposed Elevations Front and Rear;
 - d) Proposed Side Elevation.

4. Structural Drawings as prepared by Structerre Consulting.
 - a) Drawing Coversheet - Ref No 1.21.16706-S-000;
 - b) Notes and Specifications Sheet 1 - Ref No 1.21.16706-S-001;
 - c) Notes and Specifications Sheet 2 - Ref No 1.21.16706-S-002;
 - d) Footing Details - Ref No 1.21.16706-S-003;
 - e) Ground Flood Remediation Plan - Ref No 1.21.16706-S-101;
 - f) Ground Floor General Arrangement Plan - Ref No 1.21.16706-S-102;
 - g) First Floor Remediation - Ref No 1.21.16706-S-201;
 - h) Notes and Specifications Sheet 1 - Ref No 1.21.16706-S-001;
 - i) Elevations 1 & 2 – Ref No 1.21.16706-S-210;
 - j) Elevations 3 & 3B - Ref No 1.21.16706-S-211;
 - k) Elevations 4 - Ref No 1.21.16706-S-212; and
 - l) Roof Plan - Ref No 1.21.16706-S-301.

Any addendum issued during the Tender period.

2.4 AUTHORITY FEES AND CHARGES

The contractor is responsible for any and all Government Authority fees, charges and levies, including but not limited to service connection fees, any headworks fees, building permit etc. These charges must be included in the “Preliminaries” in the Price Schedule in 5.5.

2.5 CONTRACTOR SITE

The Contractor will establish the site and be responsible for the site security, including any Occupational Safety and Health (OSH) requirements. All types of equipment/machinery mobilised must be safe for use at the site.

The Principal has the right to inspect the Contractor’s establishment and restoration of the site and the Works at any time upon providing reasonable notice to the Contractor. Unless otherwise directed by the Principal, inspections will occur on a regular basis at a time notified to the Contractor. The Contractor must do all things reasonably necessary to facilitate inspection by the Principal. Shire employees entering the Contractor site will be subject to the Contractor’s OSH requirements.

The site has high public visibility and the Contractor is to maintain high standards of housekeeping and Occupational Safety and Health practises, including the use of PPE at all times.

The site is situated immediately adjacent to existing tenants within the building and businesses located on adjacent property. It is also immediately adjacent to a highly frequented public carpark. Due to this site location, the following measures are to be put in place by the contractor:

-) Any obstruction or interference with the building tenants or adjacent business shall be minimised to the satisfaction of the Principal;
-) The need for erection of any site fencing shall be to the satisfaction and where ever possible such fencing shall not restrict access for existing tenants;
-) The contractor shall liaise with the adjacent tenants over the timing of works that may impact on their business operations;
-) The storage of materials associated with the construction shall be limited as far as practical to the satisfaction of the Principal;
-) No closure of the carpark or Guadagnino Lane shall occur without the express approval of the Principal; and
-) Any vehicles entering the car park must be essential to the Works. Parking within time limited bays located in Brockman Street shall strictly adhere to the applicable parking restrictions, unless previously arranged with the Principal;

2.6 COMPLIANCE

2.6.1 Compliance with Acts, Regulations and Local Laws

The Contractor (and any permitted sub-contractors) must comply with all applicable laws, regulations, codes of practice and guidelines, including but not limited to:

PART 1	READ AND KEEP THIS PART
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1. Building Code of Australia (BCA);
2. Health Act 1911;
3. Road Traffic Act 1974;
4. Motor Vehicle (Third Party Insurance) Act 1943;
5. Transport Act 1966;
6. Occupational Health & Safety Act 1984; and
7. Environmental Protection Act 1986.

All Acts are deemed to include Amendments, Regulations, Codes of Practice and Guidelines.

2.6.2 Occupational Safety and Health

The Contractor is responsible for all occupational health and safety requirements and applicable legislation on the Site.

The Principal agrees that, it and its employees or other contractors who access the Site will (a) be subject to the Contractor's Safety Management Plan and procedures and (b) will undergo any induction and/or training required by the Contractor.

2.6.3 Traffic Management

The Contractor shall adhere to traffic management standards as specified within the Main Roads Western Australian "Traffic Management for Works on Roads Code of Practice", as well as compliance with the AS1742.3 2009 Manual of Uniform Traffic Control Devices, Road Traffic Code 2000, and the Shire of Manjimup protocol and procedures, to comply with Western Australian requirements when working on site and shall not create hazards to road and car park users and pedestrians.

The Contractor will provide all necessary direction, signage and other control measures necessary for the management of traffic in the vicinity of the work site. All traffic management measures shall be in place and fully operational before the Contractor commences the execution of any work. A Traffic Management Plan submitted by the Contractor is required as part of the Works Management Plan. To the satisfaction of the Principal.

The Contractor shall take all necessary actions to observe any traffic management arrangements in place at the time of delivery. Should operators of plant under this contract be required, as part of their duties, to erect and maintain signage and undertake traffic management, they must be accredited in Basic Worksite Traffic Management (BWTM) and Traffic Controller (TC) in accordance with the Main Roads Western Australian "Traffic Management for Works on Roads Code of Practice".

2.7 TERM OF CONTRACT

The Contract will commence on the date of award and will continue until the Contractor has completed all of the requirements, unless terminated earlier by the Principal in accordance with the terms of the Contract.

2.8 CONTRACT SUM

The Contract Sum will be capped at the amount specified in the Tenderer's submission (subject to the provisions in the preamble to the Schedule of Prices in section 5 of this Request for Tender) and may not be varied without the prior written approval of the Shire of Manjimup.

2.9 IMPLEMENTATION TIMETABLE

In order to facilitate the prospective tenant commencing operation from the premises prior to the 1 June 2022, the principal is seeking to have the works completed and the tenderer demobilised from by 1 May 2022. Any issues with this timeframe should be clearly identified within the tenders submission.

The Contractor must provide a detailed program in the Proposal for implementation of the Project which complies with the detailed Scope of Works in accordance with 2.3 and which should include as a minimum the following stages/components.

The Contactor should provide a detail schedule/ timeline demonstrating a clear understanding of the proposed works. The schedule can include but should not be limited to the following milestones:

1. Contract Award
2. Obtain Building Permit
3. Site Mobilisation
4. Site Works
5. Completion of Structural Repairs
6. Concrete Works
7. Steel Structure – Two Storey Extension
8. Roof Cladding to extension
9. Steel Structure – Rear roofed Deck
10. External Works
11. Internal Works
12. Defects 30 days pre PC
13. Practical Completion
14. Defects post PC

2.10 SPECIFIC REQUIREMENTS OF THE CONTRACT

2.10.1 Public Utilities

The Contractor must satisfy itself as to the location of all underground services and whilst indicative Underground Services have been detailed in the tender documents by the Principal, if conflict appears likely the Contractor must notify the Principal's Representative before work commences.

The Contractor shall take all necessary steps to prevent damage to underground services and shall be liable for all costs associated with the damage and reinstatement of damaged services.

PART 1**READ AND KEEP THIS PART****2.10.2 Protection of Existing Roads and Kerbing**

The existing roads and kerbing are to be protected from damage throughout the Contract. If damage does occur the Contractor shall be responsible for making good the damage at his cost.

2.10.3 Protection of Survey Marks

Any and all survey marks are to be protected throughout construction.

2.10.5 Rubbish Removal

Any material, debris or litter considered rubbish is to be disposed of by the contractor at their expense. The Contractor shall remove all rubbish and debris from the site as it accumulates, within the confine of the fenced site area. All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Principal.

Following practical completion, the Contractor shall remove all temporary services, buildings, machineries and surplus materials that has been used for the work from the area and shall leave the site in a tidy condition. The work shall be left in good condition, with any damage made good to the satisfaction of the Principal's Representative.

2.10.6 Vehicles

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

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent roads or other areas and any mud transferred onto adjacent roads and footpaths is to be cleaned off regularly by the Contractor as required.

2.10.7 Rubbish Separation

In the interests of maximising the recycling of waste materials, the Tenderer will be required to separate waste materials into the principal types of Steel, Wood, Plastics, Brick and Soil, and General Waste. The Tenderer will be responsible for transporting all waste materials to the Manjimup Refuse & Recycling Centre located on Ralston Road, Manjimup.

Tenderers are encouraged to seek advice from the Shire of Manjimup's Waste Management Officer for strategies to reduce waste disposal costs through waste recycling and waste separation.

2.10.8 Site Clean Up

The Principal shall ensure that the area subject to the works is clear of waste materials and for reinstatement of all areas disturbed during works are to a level, clean and tidy condition prior to the contractor demobilising from the site.

2.11 ESTABLISHMENT

2.11.1 Contract Meetings

The Contractor is to provide a Communication Plan as part of the Proposal, which may be incorporated into The Works Management Plan. This Plan is to include a Pre-start meeting two weeks before start on site and fortnightly site meetings thereafter. The Principal will record the minutes of meetings. A copy of the minutes will be sent to the Contractor who shall be responsible for forwarding copies to the relevant Subcontractors. The Contracts Manager shall represent the Contractor at the meetings and representatives of Subcontractors shall attend as appropriate.

Unless specifically agreed between the Principal's representative and the Contractor, the following items shall be discussed and reported on regularly and provided to the Principal in writing for each meeting:

1. Report on the status of the works relative to the contract programme updated every 2 weeks;
2. Provide a proposed update to the works programme;
3. Report on resources engaged on the Works against the resource schedule;
4. Report on any issues which might affect the Contract Price and/or Completion Date;
5. Report on local subcontractors or local materials used by the Contractor on the project; and
6. Report on any Safety and Health issues that have arisen.

In addition a meeting will be held:

1. On completion of all works and at the beginning of the maintenance period; and
2. Prior to the ending of the maintenance period.

2.11.2 Establishment on Site

The Contractor shall be responsible for developing the progressive working areas and for maintaining these areas during Works. The Contractor is to provide a site plan indicating the proposed location of their facilities.

The Contractor is to allow for the cost of installing and maintaining a steel mesh security fence to the perimeter of the site. The fence will be braced as required to ensure its stability.

The Contractor shall not without prior approval of the Principal limit access to the public carpark or interfere with other possible Contractors working within the building on behalf of the Principal, or adjacent premises.

2.12 QUALITY ASSURANCE

2.12.1 Quality Plan

The Contractor shall prepare and submit a quality plan within 7 days of being awarded the Contract, clearly defining:

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- a) contract objectives;
- b) resources to be used, including management structure/personnel and their training for the work;
- c) personnel responsibilities and authorities;
- d) process control to be used to deal with the work and risks involve, including quality procedures, inspection test plans and associated checklists, with methods of measurement/analysis;
- e) methods to be used to monitor and audit implementation;
- f) methods to be used to identify nonconformities and implement corrective and preventative actions; and
- g) methods to be used for document control and records management, including maintaining, securing/protecting/storing, identifying, retrieving and otherwise controlling records for the periods required and their disposal.

2.12.2 Works Management Plan

The Contractor shall prepare and submit for the Principal's approval a Works Management Plan, as appropriate for the project, prior to any works commencing, including:

- a) Implementation Plan;
- b) Communication Plan;
- c) Quality Plan;
- d) Occupational Safety & Health Plan;
- e) Traffic Management Plan; and
- f) Environmental Protection Plan.

2.12.3 Occupational Safety and Health Plan

The successful tenderer shall provide a copy of their Occupational Safety and Health Plan within 7 days of being awarded the Contract. The plan is to include project specific details of the tendered contract.

2.12.4 Insurances

The contractor shall maintain, throughout the course of the Contract, the insurances as nominated within this Tender, and provide evidence of this prior to commencement of Works under Contract.

3 GENERAL CONDITIONS OF CONTRACT

3.1 AS 2124 – 1992 WITH AMENDMENTS

The following General Conditions of Contract along with Appendix D - AS 2124 – 1992 with amendments (Part A partially completed) will shall be read as part of the Contracts for services as per this Tender.

3.2 QUALITY OF SERVICES

- 3.1.1 All Services rendered shall conform to the Specification and drawings to the standards specified in this Tender.
- 3.1.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Principal shall consider appropriate
- 3.1.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
- 3.1.4 The Contractor shall employ only such persons as are careful, skilled and experienced in their respective professions trades and callings, who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

3.3 ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Principal in writing assign, transfer, mortgage charge, encumber, sublet, or subcontract the Contract, or any part thereof. The Contractor shall not assign, transfer, mortgage, charge, or encumber all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Principal being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to, and shall not be deemed a consent to any other assignment of transaction, nor to prevent any proceedings for any subsequent breach of this condition, any maybe granted, or withheld, or made subject to conditions in the absolute discretion of the Principal.

3.4 TERMINATION OF CONTRACT

- 3.4.1 Where the Contractor

PART 3

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- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- (b) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
- (c) (if an individual) becomes bankrupt; or
- (d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- (e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (f) includes any statement, fact, information representation, or material in its Tender which is false, untrue, or incorrect; or
- (g) fails in any manner to perform the Contract to the complete satisfaction of the Principal;

then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

3.4.2 All damages and expenses incurred by the Principal under or by virtue of the provisions of the contract shall be ascertained and certified to by the Officer, and shall be deducted from any money that maybe then due, or may there after become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall not be sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and maybe recovered from the Contractor in any Court of competent jurisdiction.

3.4.3 If the Contract is terminated the moneys which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and maybe retained by the Principal.

3.4.4 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

3.5 POWER TO ACT FOR THE PRINCIPAL

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal.

3.6 SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contractor or until such instructions have been complied with.

3.7 SERVICE OF NOTICES

Any notice, order, instruction, or communication required to be, or that may be served on or given to the Contractor by the Principal or the Officer shall be deemed to have been sufficiently issued, or given to, or served upon the Contractor if it is handed to the Contractor, or is sent by prepaid cost to, or is left at the address of the Contractor stated in its Tender, or at such other address as is notified in writing by the Contractor to the Principal.

3.8 COMPLYING WITH STATUTORY REQUIREMENTS

3.8.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth of Australia and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in anyway affecting or applicable to the Services or the performance of the Contract.

3.8.2 Without limiting in anyway the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health, Safety and Welfare Act 1984 and all improvement notices, prohibition notices and codes of practice (if any) issued there under and having application to this Contract.

3.8.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

3.9 INDUSTRIAL AWARDS

3.9.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards,

PART 3**READ AND KEEP THIS PART**

Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.

- 3.9.2 Failure by the Contractor to comply with subclause 3.2.9.1 hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 SUPERINTENDENT

The Principal is The Shire of Manjimup. The Shire's Manager of Building Services is the Principal's Representative and will be superintending the contract. All communication to and from prospective Tenderers will be directed to the Principal's Representative at all times.

4.2 ADVERTISEMENTS AND PROMOTIONS ON SITE

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

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

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

The Principal may erect on site signage acknowledging funding partners.

4.3 PUBLICITY

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

4.4 ENVIRONMENTAL PROTECTION

4.4.1 Site Control

The Contractor shall at all times:

- (a) comply with the regulations and restrictions imposed by the Principal relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- (b) comply with all statutes, regulations and by-laws relating to the protection of the environment;
- (c) ensure that no trees or shrubs outside the demarcated area shall be removed or destroyed without the written approval of the Principal; and
- (d) store flammable or explosive products in accordance with the relevant statutes and to the approval of the Principal.

4.4.2 Soil Erosion

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

PART 4**READ AND KEEP THIS PART****4.4.3 Dust, dirt, water and fumes**

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

4.4.4 Smoking on Construction Sites

The Contractor shall at all times ensure that all workers and visitors on the construction Site comply with the following policy on smoking:

In respect of construction Sites, smoking is prohibited:

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

4.5 CONTRACTOR'S REPRESENTATIVE

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

4.6 WORKER'S AMENITIES

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the Site and remove them on practical completion of the works. Notwithstanding this, it should be noted that two public ablution facilities are located in close proximity to the site.

Occupation of any part of the works and Site for the provision of worker's amenities shall not be permitted without the prior written approval of the Principal.

4.7 MATERIALS AND WORK**4.7.1 Regulations**

The Contractor shall comply with the Occupational Safety & Health Act 1984 (the "Act") and the Occupational Safety & Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

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

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format. A copy of all "Material Safety Data Sheets" shall be supplied to the Principal with another copy kept on Site by the Contractor.

4.7.2 Chemical Information

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

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

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

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

4.7.3 Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Principal the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Principal. Such approval shall not be anticipated because of similar approval having been given in a previous contract.

4.7.4 Occupational Safety and Health Management Plan

The Contractor shall, throughout the Works, implement and maintain an "Occupational Safety and Health (OSH) Management Plan".

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

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

4.7.5 Induction Training

The Contractor shall not commence work on the Site until they have been inducted by the Principal.

Upon commencement of work on the Site, the Contractor shall, to the satisfaction of the Principal further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.7.6 Pre-job planning

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

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

4.7.7 Site and Public Security

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.8 WORKING HOURS

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements, unless otherwise approved by the Principal:

- (a) 0700 to 1800 Monday to Friday;
- (b) 0700 to 1800 Saturday; and
- (c) 0700 to 1800 Sunday and Public Holidays.

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

4.9 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

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

Where the Requirements, the subject of this Request, or any part thereof are/is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

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

The Contractor is encouraged to use local suppliers of goods and services.

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5.2 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 Principal with their assessment.

(NOTE: All pages within Part 5 are to be completed and returned to the Principal as they form part of your Tender submission).

REFEREES

Attach details of your referees, and label it " Referees ". You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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AGENTS

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

TRUSTS

Are you acting as a trustee of a trust?	Yes/ No	
If Yes, in an attachment labelled " Trusts ": (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

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SUBCONTRACTORS

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

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, an attachment should be supplied detailing any actual or potential conflict of interest and the way in which any conflict will be dealt with. The attachment should be labelled “Conflict of Interest”.	“Conflict of Interest”	Tick if attached <input type="checkbox"/>

FINANCIAL POSITION

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



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INSURANCE COVERAGE

The insurance requirements for this RFT are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
<i>Type</i>	<i>Insurer–Broker</i>	<i>Policy Number</i>	<i>Value(\$)</i>	<i>Expiry Date</i>	
Public Liability					
Workers Comp					
Construction Risks					

REGIONAL PRICE PREFERENCE

Do you qualify of Regional Price Preference?	Yes/ No	
If Yes, attach details		Tick if attached <input type="checkbox"/>

5.3 COMPLIANCE CRITERIA

Description of Compliance Criteria		
(a)	Tenderers are to provide acknowledgment that your organisation's Tender has been 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.	Yes / No
(b)	Tenderers are to be required to be able to demonstrate experience of carrying out the construction of individual projects exceeding \$3.5m in value	Yes / No
(c)	Compliance with the Specification contained in the Request. (Part 2)	Yes / No
(d)	Compliance with the Conditions of Tendering in this Request. (Part 3 and 4)	Yes / No
(e)	Compliance with the Tender Response for this Request. (Part 5)	Yes / No
(f)	Compliance with all necessary Licenses and Registrations.	Yes / No
(g)	Compliance with the Quality Assurance requirement (Health and Safety and Insurances (part 2.5) of this request.)	Yes / No
(h)	Compliance with Availability.	Yes / No

5.4 QUALITATIVE CRITERIA

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

- ☐ All information relevant to your answers to each criterion are to be contained within your Tender;
- ☐ 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.

<p>A) Demonstrated Relevant Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p> <ol style="list-style-type: none"> Nominate 3 projects that are directly relevant and explain how the experience will benefit this project. 	<p>Weighting <15%></p>	
	<p>“Relevant Experience”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>B) Ability to Deliver</p> <p>Tenderers must address the following information in an attachment and label it “Ability to Deliver”:</p> <ol style="list-style-type: none"> The Principal would like works completed by 31 October 2019. Consideration will be given to Tenderers who provide a Construction Program demonstrating project completion by this date. Consideration will also be given to Tenderers who identify methods of achieving early delivery; and Company’s resources and capacity to deliver the contract. <p>As a minimum, Tenderers should provide a current commitment schedule (utilising Part 5.7 of Tender Document) and a Construction Program in an attachment and label it “Tenderer’s Resources”.</p>	<p>Weighting <15%></p>	
	<p>“Ability to Deliver”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>C) Experience in Rural Areas and Public Environments</p> <p>Tenderers must address the following information in an attachment and label it “Experience in Rural Areas and Public Environments”:</p> <ol style="list-style-type: none"> Provide 2 examples of projects completed in Regional Centres; and Provide 2 examples of projects completed in public space where use by the public continued as normal. 	<p>Weighting <10%></p>	
	<p>“Experience in Rural and Public Areas”</p>	<p>Tick if attached <input type="checkbox"/></p>

Part 5

COMPLETE AND RETURN THIS PART

<p>D) Demonstrated Experience of Team & workforce</p> <p>Tenderers must address the following information in an attachment and label it “Key Personnel”:</p> <ol style="list-style-type: none"> 1. Key Personnel Skills and Experience; 2. Any contingency measures or back up of resources including personnel (where applicable). 3. Provide CV’s and referee checks for the nominated Project Manager and Site Supervisor and include the last three projects completed for each of the positions. Include details of any past projects of similar design or detail to the South West Energy Experience. 4. Demonstrated history of Aboriginal employment and/or demonstrated commitment to Aboriginal employment throughout the project (include project examples with number of FTE Aboriginal Employees and Project referees where appropriate). 	<p>Weighting</p> <p><10%></p>	
	<p>“Key Personnel”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>F) Pricing</p> <p>Tenderers must provide those prices detailed under clause 5.5 and detail any other identified costs in an attachment and label it “Other Costs”:</p>	<p>Weighting</p> <p><50%></p>	
	<p>“Other Costs”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

5.5 PRICE INFORMATION

Tenderer’s must complete the following, as well as the Price Schedule in 5.6.

DESCRIPTION	FIXED PRICE OFFERED (GST INCLUSIVE)
<p>Construction of Two Storey Extension – Lot 45 (No 5) Brockman Street (including all works and structural repairs)</p>	<p>\$ (inc. GST)</p>

PART 5

COMPLETE AND RETURN THIS PART

5.6 PRICE SCHEDULE

Item	Service Description	Price Offered (ex GST)	GST	Price Offered (incl GST)
	Structural Repairs			
1.	Completion of Structural Repairs in accordance with Structural Engineering Drawings.			
	Sub Total			
	Rear Courtyard			
2.	Demolition and removal of rear steel stair case.			
3.	Demolition and Reconstruction of accessible compliant toilet with adjusted plumbing and new slab.			
4.	Modification of existing single toilet			
5.	Demolition and Re-use of existing courtyard			
6.	Relocation of Existing Air-conditioning units and other service equipment as required.			
	Sub Total			
	Two Storey Addition			
7.	Complete two storey addition using steel frame construction with associated fire rated wall system on ground and first floor in accordance with scope of works.			
8.	Installation of Lift as supplied by Principal			
9.	Provisional Sum for Electrical Works within extension.			
10.	Provision Sum for Plumbing Works within extension.			
	Sub Total			
	Rear Roofed Deck			
11.	Supply and Installation of roofed deck to rear of building in accordance with the scope of works.			
	Sub Total			
TOTAL PRICE				

The Tenderer is to indicate the number of days advance notice required to be provided by the Principal for the desired date of works:

..... calendar days

5.7 CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE

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

OSH Policy and Management

YES

NO

1. Is there a written company health and safety policy?

If Yes, provide a copy of the policy.

2. Does the company have an OSH Management System?

If Yes, provide details.

3. Is the OSH Management System audited or reviewed on a regular basis?

If Yes, provide details of last audit and outcomes.

4. Is there a company OSH organisation chart?

If Yes, provide a copy.

5. Are Health and Safety responsibilities clearly identified for all employees?

If Yes, provide details.

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COMPLETE AND RETURN THIS PART

6. Are line managers held accountable for health and safety performances? **YES** **NO**

If Yes, provide details.

Safe Work Practices and Procedures

7. Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?

If Yes, provide a summary listing of procedures or instructions.

YES	NO
-----	----

8. Are safe operating procedures or specific safety instructions issued to employees?

If Yes, please explain how this is done.

9. Does the company have any permit to work systems?

If Yes, provide a copy of a standard incident report form.

Which company personnel are responsible for investigating incidents?

10. Do incident reports contain prevention recommendations?

Who is responsible for implementing remedial measures recommended?

11. Are these procedures for maintaining, inspecting and assessing the hazards of Plant operated/owned by the company?

If Yes, provide details.

PART 5**COMPLETE AND RETURN THIS PART**

12. Are there procedures for storing and handling hazardous substances?

YES

NO

If Yes, provide details. _____

13. Are there procedures for assessing and controlling risks associated with manual handling?

If Yes, provide details.

Occupation Safety and Health

14. Describe how safety and health training is conducted in your company?

15. Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.

16. Is a record maintained of all training and induction programs undertaken for employees in your company?

If Yes, provide examples of safety training records.

17. Provide details of any company safety induction programs for company employees and/or sub-contractors.

Safety and Health Workplace Inspection

18. Are regular health and safety inspections at work sites undertaken?

If Yes provide details.

PART 5**COMPLETE AND RETURN THIS PART**

19. Are standard work place inspection checklist used to conduct health and safety inspections? **YES** **NO**

If Yes, provide details or examples.

20. Who normally completes workplace safety and health inspections?

21. How are workplace safety and health inspection reports dealt with?

22. Is there a procedure by which employees can report hazards at workplaces?

If Yes, provide details.

Safety and Health Consultation

23. Is there a workplace safety committee?

If Yes, provide details.

24. Are there guidelines on procedures governing the safety committee operation?

25. Are there employee elected health and safety representatives

If Yes, provide details.

26. Is there a company safety officer?

Comments:

PART 5**COMPLETE AND RETURN THIS PART**

Safety and Health Performance Monitoring**YES****NO**

27. Is there a system for recording and analysing safety performance statistics?

If Yes, provide details.

28. Is safety performance on the agenda of management meetings?

If Yes, provide details.

29. Is senior management involved in analysis of safety performance statistics?

If Yes, provide details.

30. Has the company ever been convicted of an occupational health and safety offence?

If Yes, provide details.

5.8 TENDERER'S CURRENT COMMITMENT SCHEDULE

Project	Description	Value as Let	Date Started	Date Completed/ Anticipated Date of Practical Completion

Appendix A – Tender Documents

Documents as listed in 2.3 can be downloaded from the Shire’s Website as part of the Tender package.

Appendix B – Adjustment of Time Costs

The Tenderer shall include in their tender delay costs and expenses as a contingent sum as set out in the schedule below and included in the Standard Preliminaries – Price Schedule. The adjustment of time costs shall be the maximum payable and shall be inclusive of all Preliminaries, on-site costs, off-site costs, plant, labour and associated costs, profit and on-costs for the Contractor inclusive of all sub-contractors and suppliers.

Adjustment of time costs shall be as defined in the contract and shall be payable at the rates shown and included in the tender sum.

In the event the Tenderer wishes to vary the amount of the costs and expenses pursuant to the various clauses permitting reimbursement it should advise of the difference with the tender, otherwise the rates shown will be taken to apply at all times.

The time extensions shown are provisional and the rate shall not vary should the actual delay be greater.

Should the contingent sum for delay costs and expenses not be expended then the balance or all shall be deducted from the Contract Sum.

The time for completion shall include the days provisionally allowed in this schedule.

First third of the construction period	5 days at the rate of	\$_____ / working day (excl GST)
Second third of the construction period	5 days at the rate of	\$_____ / working day (excl GST)
Last third of the construction period	5 days at the rate of	\$_____ / working day (excl GST)
Total Allowance	\$_____ transfer to Tender Summary	

For the purpose of completing the contract the above rates shall be enhanced to include GST.

NOTE:

The Tenderer shall include this schedule of delay costs with their Form of Tender.

Name of Tenderer	_____
Address of Tenderer	_____
Authorised Signatory	_____
Date	_____
Telephone No.	_____
Facsimile No.	_____

Appendix C – Compliance Declaration

Name of Tendering Company _____

Phone: _____

Print Contact Name: _____ Facsimile No: _____

Mobile Phone No: _____ Email: _____

Dated this day of 2013

A.B.N _____

(NOTE: ABN Information is to be consistent with the Australian Securities & Investment Commission (ASIC) Register located at www.asic.gov.au)

Tenderer's Declaration

I (The Tenderers Authorised Person) We (The Tenderer) agree that I am/We are bound by, and will comply with the Conditions of Tender contained in this Request.

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

Authorised signature _____

Printed Name: _____

Position Held: _____

(Title - Must be Owner, Principal, C.E.O, Director or authorised signatory for a Tender to be valid)

Signature of

Witness: _____ Date: _____

or

The Company COMMON SEAL was affixed in accordance with its Articles of Association pursuant to a resolution of the Board of Directors in the presence of

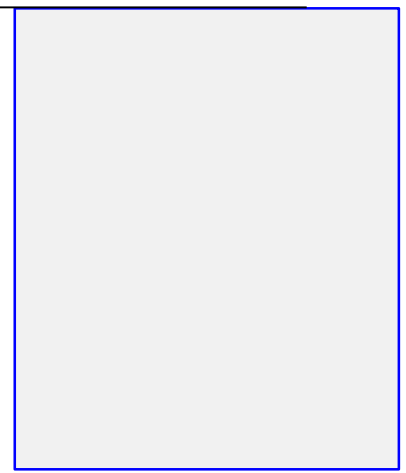
Director

Printed Name: _____

Director/Secretary

Printed Name: _____

END OF APPENDIX C



Appendix D - Form of Contract – AS 2124 – 1992 with amendments – Contract Information

Annexure Part A to AS 2124 – 1992.

The General Conditions of Contract AS2124 – 1992 together with the Annexure Part A and Part B hereunder, shall form part of this Contract. Annexure Part B includes deletions, modifications and Special Conditions amending Clauses in the General Conditions.

ANNEXURE to the Australian Standard General Conditions of Contract (AS2124-1992)

PART A

Item		
1	The law applicable is that of the State or Territory of: (Clause 1)	Western Australia
2	Payments under the Contract shall be made at: (Clause 1)	Electronic Transfer
3	The Principal: (Clause 2)	The Shire of Manjimup
4	The address of the Principal:	37-39 Rose Street, Manjimup, WA 6258
5	The Superintendent: (Clause 2)	Peter Krispyn
6	The address of the Superintendent:	37-39 Rose Street, Manjimup
7	Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not applicable
8	Bill of Quantities – the alternative applying: (Clause 4.1)	Not applicable
9	The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not applicable

10	Contractor shall provide security in the amount of: (Clause 5.2)	10% to be provided by 2 equal bank guarantees (5% each).
11	Principal shall provide security in the amount of: (Clause 5.2)	Not Applicable
12	The period of notice required of a party's intention to have recourse to retention moneys and / or to convert security: (Clause 5.5)	7 days
13	The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%
14	Interest on retention moneys and security – the alternative applying: (Clause 5.9)	Alternative 2
15 A	Order of precedence to apply in resolving discrepancies in contract documents: (Clause 8.1)	<ul style="list-style-type: none"> i) Formal Instrument of Agreement; ii) Letter of Acceptance; iii) Annexure Part B to AS2124 – 1992; iv) AS2124 – 1992 General Conditions of Contract and Annexure Part A to AS2124 – 1992; v) Specifications; vi) Drawings; vii) RFT viii) Other documents forming part of the Contract (if any).
15 B	The number of copies to be supplied by the Principal: (Clause 8.3)	1 Electronic copy
16	The number of copies to be supplied by the Contractor: (Clause 8.4)	1 Electronic copy
17	The time within which the Superintendent must give a direction as to the suitability and return the Contractor's Copies: (Clause 8.4)	10 working days
18	Work which cannot be subcontracted without approval: (Clause 9.2)	Any with a contract value in excess of \$20,000

19	The percentage for profit and attendance: (Clause 11(b))	5%.
20	The amount or percentage for profit and attendance: (Clause 11(c))	5%.
21	Insurance of the Works – the alternative applying: (Clause 18)	Alternative 1
22	The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	25% of the value of the work
23	The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	12.5% of the value of the work
24	The value of materials to be supplied by the Principal: (Clause 18 (iv))	Not Applicable
25	The additional amount or percentage: (Clause 18(v))	5%
26	Public Liability Insurance – the alternative applying: (Clause 19)	Alternative 1
27	The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20 Million for each and every claim
28	The time for giving possession of the Site: (Clause 27.1)	Within 14 working days after the Date of the Letter of Acceptance.
29	The Date for Practical Completion: (Clause 35.2) (The time for completion of the work under this contract included in the RH column, includes 20 working days provisional allowance for inclement weather).	<p>Within 44 weeks after the date of possession of site.</p> <p>Note1: Liquidated Damages will become deductible after the elapse of this period subject to extension of time.</p> <p>Note 2: Time Extensions will only be granted where the cause affects the critical path shown on the accepted construction program.</p>

30	Liquidated Damages per day: (Clause 35.6)	\$5,000 excluding GST per week or part thereof
31	Limit of Liquidated Damages: (Clause 35.7)	Not applicable
32	Bonus per day for early Practical Completion: (Clause 35.8)	Not applicable
33	Limit of bonus: (Clause 35.8)	Not applicable
34	Extra costs for Delay or Disruption: (Clause 36)	Nil, except where under 35.5(b)(i),(vi),(vii),(viii),(x) and (xi) when RFT Appendix B "Adjustment of Time Costs" will apply.
35	The Defects Liability Period: (Clause 37)	52 weeks from the Date of Practical Completion
36	The charge included for profit and overheads, etc for the Valuation of Variations: (Clause 40.5 (a) and (b)) (Clause 40.5 (c)) (Clause 40.5 (d))	5% 5% 5%
37	The Charge for overheads, profit. etc. for Daywork: (Clause 41(f))	5%
38	Times for Payment Claims: (Clause 42.1)	28 th Day of each month
39	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
40	Retention Moneys on: (Clause 42.3)	100% for items on Site but not incorporated into the Works and for items not on Site.
41	Unfixed Plant or Materials-the alternative applying: (Clause 42.4)	Alternative 3
42	The rate of interest on overdue payments: (Clause 42.9)	Cash rate as stated by the Reserve Bank of Australia applicable for the month of an overdue payment +2%

43	The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	60 days beyond the Date of the Letter of Acceptance.
44	The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2 (as amended)
45	The person to nominate an arbitrator: (Clause 47.3)	The Chairperson for the time being of the Chartered Institute of Arbitrators Australia, Western Australian Chapter
46	Location of arbitration: (Clause 47.3)	Western Australia

**ANNEXURE to the Australian Standard General
Conditions of Contract (AS2124-1992)**

PART B

This Table identifies Clauses which have been deleted, have been amended and differ from, or have been added to, the Australian Standard AS2124-1992.

Deletions, amendments and additions

1. The following clauses have been deleted from the General Conditions in AS 2124 -1992

2. The following clauses have been amended and differ from the corresponding clauses in AS 2124 - 1992

- Clause 2

- Clause 5.4
- Clause 5.5
- Clause 8
- Clause 10.2
- Clause 18 (alternative 1)
- Clause 35
- Clause 40.1
- Clause 42.1
- Clause 42.8
- Clause 47.2

CLAUSE 2 INTERPRETATION

“Inclement Weather” means wet weather:

- (a) but only where and to the extent that inclement weather causes critical path delays in excess of 20 working days in total:
but does not include:
 - (b) extremes in temperature
 - (c) wind
 - (d) intermittent occasional rainfall; and
 - (e) wet weather occurring after the installation of roofing on the Works

CLAUSE 5.4 TIME FOR LODGEMENT OF SECURITY

Clause 5.4 (Time for Lodgement of Security) is deleted and replaced with the following new clause 5.4

Security shall be lodged prior to the earlier of:

- (a) the expiration of 28 days after the Date of Acceptance of Tender; or
- (b) the commencement of the Works on Site by the Contractor.

If the Contractor does not lodge Security in accordance with this clause, the Principal may, notwithstanding Clause 42.1, withhold payment of moneys otherwise due to the Contractor until the Contractor lodges the Security.

CLAUSE 5.5 RECOURSE TO RETENTION MONEYS AND CONVERSION OF SECURITY

Delete all paragraphs below heading including options (a), (b), and (c) and in lieu thereof substitute the following new paragraphs:

A party may have recourse to retention moneys and/or cash security and/or may convert into money security that does not consist of money where the party has become entitled to exercise a right under the Contract in respect of the retention moneys and/or security.

A party is not entitled to commence any proceeding, seeking relief by way of injunction or any other relief, which has as its objective the obtaining of an order preventing the other party from having recourse to retention moneys and/or security even though the party contemplating the commencement of proceedings may assert that there is no right to have recourse to retention moneys and/or security.

CLAUSE 8.1 DISCREPENCIES

Where there is a conflict between the several documents forming the Contract, the documents shall, subject to Clause 8.2, be interpreted in accordance with order of preference noted in the Annexure Part A item 15 A.

CLAUSE 10.2 SELECTED SUBCONTRACT

Insert the following additional paragraph:

- The Contractor shall undertake its own due diligence on the Selected Subcontractor and the services it offers as the Principal shall not be responsible or have any liability to the Contractor for any act, default, omission or breach of contract by a Selected Subcontractor, arising from the subcontract between the Contractor and the Selected Subcontractor.

CLAUSE 18 INSURANCE OF THE WORKS

Alternative 1

Delete item (i) "the Contract Sum;" and in lieu thereof substitute the following new item:

(i) the Value of Work;

CLAUSE 35 TIMES FOR COMMENCEMENT AND PRACTICAL COMPLETION

35.5 Extension of Time for Practical Completion

Delete the second last paragraph and insert the following paragraph.

Notwithstanding that the Contractor is not entitled to or has not applied for an extension of time the Superintendent may at any time and from time to time before the issue of the Final Certificate by notice in writing to the Contractor and solely for the benefit of the Principal extend the time for Practical Completion for any reason.

CLAUSE 40.1 VARIATIONS TO THE WORKS

Insert the following paragraphs at the end of the subclause as follows:

The Principal shall only be liable to the Contractor for an amount calculated under clause 40.5 or for an extension of time for Practical Completion for a variation where, within 14 days of receiving the direction to perform the variation and prior to performing the variation, the Contractor has given the Superintendent a notice in writing which identifies:

- (i) whether the direction was given orally or in writing;
- (ii) the date the direction was given;
- (iii) the substance of the direction;
- (iv) the approximate cost of the variation including a detailed breakdown calculated in accordance with clause 40.5; and
- (v) whether a claim for an extension of time as a consequence of the variation will be made, and if so, identify the Critical Path Activity impacted, an estimate of the period and an estimate of any delay costs which may apply.

The Superintendent and Contractor shall endeavour to agree upon a price for the variation and any written agreement reached shall be binding upon the parties. If the Superintendent and Contractor fail to agree in writing upon a price for the variation or if the Contractor fails to provide a price to the Superintendent within a reasonable time, the variation shall be valued by the Superintendent under Clause 40.5.

Except where the Contractor is entitled to make a claim under this clause, the Contractor shall have no entitlement under clauses 12, 35 and 36 of the Contract to:

- (A) any adjustment to the Contract Sum or valuation under Clause 40.5;
- (B) an extension of time;
- (C) a declaration that time has been put at large; or
- (D) recover any expense, cost, loss or damage of any kind (including on a quantum meruit basis) arising:
 - (i) under the Contract; or
 - (ii) out of or in connection with the work under the Contract or the performance of the work under the Contract.

Where delay and disruption costs are claimed they are to be assessed and valued in accordance with clause 36 of the Contract.

CLAUSE 42.1 PAYMENT CLAIMS, CERTIFICATES, CALCULATIONS AND TIME FOR PAYMENT

Delete the entire subclause and in lieu thereof insert the following:

42.1 Payment Claims, Certificates, Calculations and Time for Payment

At the times for payment claims stated in the Annexure and upon issue of a Certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor shall deliver to the Superintendent claims for payment supported by evidence of the amount due to the Contractor and such information as the Superintendent may reasonably require. Claims for payment shall include the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any alleged breach thereof.

Within 14 days after receipt of a claim for payment, the Superintendent shall issue to the Principal and to the Contractor a payment certificate stating the amount of the payment which, in the opinion of the Superintendent, is to be made by the Principal to the Contractor or by the Contractor to the Principal.

The Superintendent shall set out in the certificate the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.

The Superintendent shall allow in any payment certificate issued pursuant to the Clause 42.1 or any Final Certificate issued pursuant to Clause 42.8 or a Certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract. If the Contractor fails to make a claim for payment under Clause 42.1, the Superintendent may nevertheless issue a payment certificate.

Subject to the provisions of the Contract and receipt of a valid tax invoice, within 28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier:

(A) the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the Certificate as due to the Contractor or to the Principal as the case may be; or

(B) if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's claim, excluding any amounts in such claim in respect of variations not expressly approved in writing by the Superintendent, and excluding any amounts (other than those included in a variation expressly approved in writing by the Superintendent) for claims under Clauses 12, 35 or 36 or in respect of changes in statutory requirements, or any other claim for damages arising under or in connection with the Contract or breach thereof.

A payment made pursuant to the Clause shall not prejudice the right of either party to dispute under Clause 47 whether the amount so paid is the amount properly due and payable and on determination (whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable, the Principal or Contractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due and payable.

Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided by Clause 42.8.

Except as provided in the Contract, the Principal shall not be obliged to pay for any item of unfixed plant and materials which is not incorporated in the Works.

CLAUSE 42.8 FINAL CERTIFICATE

Delete the last paragraph of the sub clause and in lieu thereof insert the following:

Within 14 days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal shall release any retention moneys or security then held by the Principal.

CLAUSE 47.2 FURTHER STEPS REQUIRED BEFORE PROCEEDINGS

Under the heading (Alternative 2) add the following at the beginning of the clause:

The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract, and shall as soon as is practicable but in any event within 2 working days meet for the purposes of such negotiation.

Either party who considers that a dispute concerning any of the Services and whether or not the same have been provided in compliance with this contract may be resolved in whole or in part by reference to an appropriate independent expert, agreed to by the parties, may refer that dispute to such an expert who shall determine if this contract has been complied with and if not, what must be done and by whom to correct it. The expert shall be acting as an expert and not as an arbitrator. The expert shall also determine who ought bear the costs of such expert determination. The expert's determination shall be final and binding upon both parties.

3. The following clauses have been added to those of AS 2124-1992

None

Part C

Annexure to the
Australian Standard General Conditions of Contract
AS 2124 – 1992

Approved form of unconditional undertaking

(clause 1 – *security*)

At the request of ('the *Contractor*') and in
consideration of ('the *Principal*') accepting this undertaking in respect
of the *Contract* for
.....
..... ('the *financial institution*') unconditionally undertakes to pay on
demand any sum or sums which may from time to time be demanded by the *Principal* to a maximum
aggregate sum of.....
..... (\$.....)

The undertaking is to continue until notification has been received from the *Principal* that the sum
is no longer required by the *Principal* or until this undertaking is returned to the *financial
institution* or until payment to the *Principal* by the *financial institution* of the whole of the sum or
such part as the *Principal* may require.

Should the *financial institution* be notified in writing, purporting to be signed by
..... for and on behalf of the *Principal* that the *Principal* desires
payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that
the *financial institution* will make the payment or payments to the *Principal* forthwith without
reference to the *Contractor* and notwithstanding any notice given by the *Contractor* not to pay
same.

Provided always that the *financial institution* may at any time without being required so to do pay
to the *Principal* the sum of
..... (\$.....)
less any amount or amounts it may previously have paid under this undertaking or such lesser sum
as may be required and specified by the *Principal* and thereupon the liability of the *financial
institution* hereunder shall immediately cease.

Dated at.....this.....day of.....19