



## REQUEST FOR TENDER

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Request for Tender (RFT)                     | <b>Tieline and Ongerup-Pingrup Road Reconstruction Works</b>                                                                                                                                                                                                                                                                                                                                         |
| RFT Number                                   | <b>RFT 2026-8-1</b>                                                                                                                                                                                                                                                                                                                                                                                  |
| Deadline                                     | 4:00pm (AWST), Friday 14 <sup>th</sup> August, 2026                                                                                                                                                                                                                                                                                                                                                  |
| Tender documents availability and lodgement. | <p>Tender documents are available from <a href="https://www.tenderlink.com/gnowangerup/">https://www.tenderlink.com/gnowangerup/</a></p> <p>Tender submissions must be lodged via the electronic tender box on the Tenderlink Portal at <a href="https://www.tenderlink.com/gnowangerup/">https://www.tenderlink.com/gnowangerup/</a></p> <p>Site inspection by the Tenderers in their own time.</p> |

Submissions are to be received via the above electronic tender box by the closing time and date.

Late submissions will not be accepted.

Quotations submitted directly to the shire by mail, facsimile or electronic mail will not be accepted.

## Distribution and Revision History

|              |      |       |             | Prepared By |      |
|--------------|------|-------|-------------|-------------|------|
| Revision No. | Date | DC No | Description | Intl        | Sign |
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| 2            |      |       |             |             |      |
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# 1. Conditions of Tendering

## 1.1 Definitions

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

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachments:                    | The documents you attach as part of your Tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Contractor:                     | Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Contractor Representative:      | Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purposes of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Deadline:                       | The deadline for lodgement of your Tender as detailed on the front cover of this Request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Financial Year (FY):            | A period of twelve months from 1 <sup>st</sup> July to 30 <sup>th</sup> June for which the Principal plans its management of money.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| General Conditions of Contract: | Means the General Conditions of Contract for the Supply of Goods and Installation and Commissioning Works provided in <a href="#">Part 3</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Goods, Services or Works:       | Means the Goods, Services or Works, which the Contractor is required to provide to the Principal under the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Offer:                          | Your offer to supply the Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Practical Completion:           | <p>Is that stage in the execution of the Works Under Contract when –</p> <p>(a) In the opinion of the Principal, the Works are complete except for minor omissions and minor defects –</p> <p>i) Which do not prevent the Works from being reasonable capable of being used for their intended purpose; and</p> <p>ii) Which the Principal determines the Contractor has reasonable grounds for not promptly rectifying; and</p> <p>iii) Rectification of which will not prejudice the convenient use of the Works; and</p> <p>(b) The Contractor has completed to the satisfaction of the Principal, all of those tests which are required by the Contract to be carried out and passes before the Works reach Practical Completion; and</p> <p>(c) The Contractor has provided the Principal with all documents and other information required under the Contract that are essential for the use, operation and maintenance of the Works has been supplied.</p> |
| Principal:                      | Shire of Gnowangerup                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Principal's Representative: Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract.

Request OR RFT OR Request for Tender: This document.

Requirement: The Provision of Works requested by the Principal.

SAMI: Strain Alleviating Membrane Interlayer.

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

Special Conditions: The additional contractual terms.

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

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

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

## 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- [Part 1](#) – Conditions of Tendering (*read and keep this part*).
- [Part 2](#) – Specifications (*read and keep this part*).
- [Part 3](#) – Special Conditions of Contract (*read and keep this part*).
- [Part 4](#) – General Conditions of Contract (*read and keep this part*).
- [Part 5](#) – Tenderer's Offer (*complete and return this part*).
- [Part 6](#) – Appendices (*read and keep this part*).

Separate Documents

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

## 1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer ([Part 5](#)) in all respects and include any Attachments;
- d) Ensure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## 1.4 Contact Persons

Should Tenderers have any questions with respect to accessing Tender documents or submitting a Tender response please contact Sudarshan Ghimire – Technical Officer, via email [sudarshan.ghimire@gnowangerup.wa.gov.au](mailto:sudarshan.ghimire@gnowangerup.wa.gov.au).

All requests for technical and/or specification clarifications regarding this Request are to be in writing and must be submitted via the Shire of Gnowangerup's Tenderlink online forum under this Tender notice. The Principal will review each request for clarification and will respond by posting an answer on the online forum, or alternatively by issuing an Addendum.

**Requests for clarification regarding this Tender Request must be posted on the Tenderlink online forum prior to 2:00pm (AWST), Tuesday 11<sup>th</sup> August 2026. No clarification requests will be accepted after this date.**

Tenderers should not rely on any information provided by any person other than the persons listed above.

## 1.5 Lodgement of Tenders

The Response must be lodged by the Deadline. The closing time for this Request is **4:00pm (AWST) Friday 14<sup>th</sup> of August, 2026**.

The time nominated in the Deadline of this Request is determined on the Western Australian (WA) time zone, Australia, in accordance with Standard Time Act 2005 (WA), and any Act of the Parliament of Western Australia amending the application of Standard Time.

The response is to be:

- a) Lodged in full via the Tenderlink Portal – LATE or PARTIAL RESPONSES WILL NOT BE ACCEPTED;
- b) Have all pages numbered consecutively, and the response must include an index;
- c) Have NO embedded documents within the response;
- d) Include the completed Offer Form and Price Schedule

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office 2010 applications.

All electronic submission files should be clearly named with the Principal's Tender Number and the Tenderer's Name.

Tenderers are responsible for ensuring that they have completed the lodgement of their tender document(s) correctly. Tenderers will receive a successful lodgement email notification from Tenderlink to confirm the tender submission has been successfully submitted to the Principal's electronic Tender box.

Tenderers must ensure that they have allocated a sufficient amount of time in order to upload their Tender to Tenderlink and resolve any potential technical issues prior to the Request deadline. Refer to [Part 6](#) for approximate upload times.

Tenders that are not finished uploading to Tenderlink prior to the Tender deadline, will not be accepted for evaluation.

The Principal is not able to provide Tenderlink technical support and takes no responsibility for difficulties or technical issues experienced by the Tenderer whilst uploading their Tender. If the Tenderer requires assistance with using the Tenderlink website, they are to use the online help tools available on the Tenderlink Dashboard, or alternatively contact the Tenderlink Help Desk on 1800 233 533 or via email to [support@tenderlink.com](mailto:support@tenderlink.com).

## 1.6 Delivery Method

Tenders must be submitted via the Shire of Gnowangerup Tenderlink Portal <https://www.tenderlink.com/gnowangerup/> by the specified tender closing time and date.

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

- a) The Tenderer does not submit a Tender form which has been completed and signed together with all required schedules and supporting documentation; or
- b) The Tenderer fails to comply with any other requirements of the Tender Document.

## 1.7 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.
- d) The Respondent does not submit an Offer Form which has been completed and signed together with all the required Attachments.

## 1.8 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this request; will not be accepted for evaluation.

## 1.9 Acceptance of Quotes

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

## 1.10 Disclosure of Contract Information

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

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

## 1.11 Tender Validity Period

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

## 1.12 Precedence of Documents

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

## 1.13 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 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.

## 1.14 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.

## 1.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

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

## 1.16 Risk Assessment

The Principal may have access to and give consideration to:

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

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

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

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

## 1.17 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

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

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

## 1.18 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.

## 1.19 Compliance Criteria

These criteria are detailed within [Part 5](#) of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

## 1.20 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within [Part 5](#) 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 works.

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

## 1.21 Value Considerations

The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in [Part 5](#). – Tenderer’s Offer of this Request for Tender.

| Criteria       | Weighting |
|----------------|-----------|
| Tendered price | 40%       |

## 1.22 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations. Businesses who claim the regional price preference should indicate on their tender submission that they wish to claim the regional price preference. Suitable proof of eligibility should be provided.

## 1.23 Price Considerations

The submitted price will be considered along with related factors affecting the total cost to the Principal. The Principal reserves the right to further negotiate a submitted price should it be deemed necessary. The price of the works offered under this Request shall be fixed for the term of the Contract.

Unless otherwise indicated all submitted prices shall include all costs associated with the manufacture, provision of works to meet all the requirements stated in this document and submitted submission documents, and all applicable administration. Submitted prices must include and exclude Goods and Services Tax (GST).

Any charge not stated in the submission, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 1.24 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## 1.25 Canvassing of Officials

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

## 1.26 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.

## 1.27 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any cost, losses or expenses incurred by the Tenderer in preparing their offer, including any cost involved pertaining to the Tenderer lodging a Tender response through the Tenderlink process.

## 1.28 Tender Opening

Tenders will be downloaded from the Tenderlink portal with two of the Principal's representatives present, following the advertised Deadline. All submissions received will be recorded in the Tender Register. The Tender Register will be available for public inspection in accordance with Regulation 17 of the *Local Government (Functions and General) Regulations 1996*.

## 1.29 In House Tenders

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

## 1.30 Intellectual Property Rights

The Principal warrants that, unless otherwise provided in the Contract, design, materials, documents and methods of working, each specified in the Contract or provided or directed by the Principal or the Principal's Representative shall not infringe any intellectual property right.

The Contractor warrants that any other design, materials, documents and methods of working, each provided by the Contractor, shall not infringe any intellectual property right.

Each party shall indemnify the other against such respective infringements.

## 1.31 Confidential Information

The parties shall ensure that supplied information is kept confidential such as documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

## 2. Specification

### 2.1 Contract Requirements in Brief

The Principal is seeking to appoint a qualified contractor for the reconstruction of Tieline Road and Ongerup-Pingrup Road across multiple sections. The scope of the works includes pavement works, soil stabilisation, and sealing, as part of the Shire's 2026/27 capital works program. This document outlines the scope of the Works, technical specifications, and tender requirements.

### 2.2 Scope of Work

The Contractor shall provide all plant, labour, materials and expertise necessary to reconstruct multiple sections of Tieline Road and Ongerup Pingrup Road in accordance with the contract conditions.

The Works generally comprise the preparation and reshaping of the existing pavement, to achieve a smooth and uniform pavement profile consistent with the existing road alignment and intended design levels and crossfalls. As original design records are unavailable, the Contractor shall restore the pavement to provide a consistent longitudinal and transverse profile suitable for sealing. The Works also include in-situ stabilisation of the pavement to a depth of 250 mm, followed by the application of a two-coat bituminous seal. The extent of pavement preparation and corrective works will vary along each road depending on the existing pavement condition.

For the purposes of tendering, the Works are divided into the following components:

- **Base Contract Works** – The mandatory road sections forming the Contract.
- **Separable Portion 1 - Additional Road Sections** – The scope of work and technical requirements are identical to the Base Contract Works but apply to additional nominated road sections. If awarded, these works shall form part of the same Contract and be undertaken concurrently with the Base Contract Works.
- **Separable Portion 2 - Field Testing Works** – Tenderers shall provide separate pricing for the nominated testing services. The Principal may elect to include or omit these services, in whole or in part, at its sole discretion.

Tenderers shall provide separate pricing for the Base Contract Works and each Separable Portion in the Schedule of Prices.

The specific work activities applicable to the Base Contract Works and Separable Portion are outlined below.

#### 2.2.1 Base Contract Works

- Minimal vegetation clearing, pruning of bushes and trees, grubbing and removal of roots and other organic material as necessary to facilitate the works.
- Cut and fill material where required to bring the pavement sections to the existing level. The gravel, if required, would be sourced from gravel pits identified by the Principal within the radius of 25 Kms. Spoil gravel and pavement materials shall be carted to a nearby gravel road and the shire will do the levelling and grading works.
- Carry out in-situ cement stabilisation using 2.5% cement to a depth of 250mm, to achieve the required strength and durability in accordance with MRWA specifications and relevant Australian guidelines.

- Apply a two-coat bitumen seal, consisting of a prime seal (first coat) and a second coat seal, over the full sealed width for each section as mentioned in the table below. The seal design should be provided by the contractor and needs to get approved by the Principal before sealing works.
- Trim, grade, and reinstate table drains as required to maintain effective drainage.
- Reconstruction and blending into existing property accesses achieve smooth transitions.
- Remove and reinstate permanent warning signs, guideposts, and other roadside furniture disturbed during the execution of works.

**Note:** At the section between SLK 11.17 to SLK 11.22 and SLK 11.41 to SLK 11.48, there are two crossovers to the CBH facility in each of the section. The Contractor shall extend the works by a minimum of 1m into the existing sealed section at this location, to accommodate the crossover.

## 2.2.2 Separable Portion 1 – Additional Road Sections

- Same scope as the Base Contract Works, applied to the additional road sections.

## 2.2.3 Separable Portion 2 – Field Testing Works

- Carry out compaction testing to confirm all filled and/or stabilised material achieves a minimum of 98% of Modified Maximum Dry Density (MMDD), with test results submitted to the Principal for approval prior to sealing. At least one testing is recommended in each section for each lane, testing interval not exceeding 200m.

### Worksite Locations – Base Contract Works

| Tieline Road |        |              |                | Ongerup-Pingrup Road |        |              |                |
|--------------|--------|--------------|----------------|----------------------|--------|--------------|----------------|
| From SLK     | To SLK | Length (Kms) | Required Width | From SLK             | To SLK | Length (Kms) | Required Width |
| 11.17        | 11.22  | 0.05         | 7.6            | 0.66                 | 0.7    | 0.04         | 7              |
| 11.41        | 11.48  | 0.07         | 8              | 0.74                 | 0.76   | 0.02         | 7              |
| 25.41        | 25.62  | 0.21         | 7              | 0.82                 | 0.91   | 0.09         | 7              |
| 28.09        | 28.24  | 0.15         | 9*             | 5.01                 | 5.27   | 0.26         | 7              |
| 29.3         | 29.75  | 0.45         | 9*             | 7.03                 | 7.53   | 0.5          | 7              |
| Total Length |        | <b>0.93</b>  |                | Total Length         |        | <b>0.91</b>  |                |

### Worksite Locations – Separable Portion 1

| Tieline Road |        |              |                | Ongerup-Pingrup Road |        |              |                |
|--------------|--------|--------------|----------------|----------------------|--------|--------------|----------------|
| From SLK     | To SLK | Length (Kms) | Required Width | From SLK             | To SLK | Length (Kms) | Required Width |
| 21.77        | 22.03  | 0.26         | 7              | 14.87                | 15.07  | 0.2          | 7              |

| Tieline Road |       |             |   | Ongerup-Pingrup Road |  |            |  |
|--------------|-------|-------------|---|----------------------|--|------------|--|
| 22.58        | 22.86 | 0.28        | 7 |                      |  |            |  |
| 23.27        | 23.47 | 0.2         | 7 |                      |  |            |  |
| Total Length |       | <b>0.74</b> |   | Total Length         |  | <b>0.2</b> |  |

The roads indicated as \* are Floodways.

### 2.2.4 Standard of Work

The Contractor shall execute the Works, and provide materials and workmanship to the standard as reasonably required by the Principal.

### 2.2.5 Workplace Safety

All the work shall be carried out with due regard for the safety of employees and the general public and in compliance with all relevant acts and regulations.

The Contractor shall comply with the Work Health and Safety Act 2020 and its regulations and any amendments that may be made.

The Contractor shall conduct site inductions for all employees and subcontractor's employees to make them aware of all potential hazards and take measures to minimize accidents.

The Contractor shall refer to WorkSafe WA for codes of practice relating to specific matters such as, but not limited to, First Aid, Workplace Amenities and Excavations.

### 2.2.6 Plant and Equipment

The Contractor shall supply all plant and equipment necessary to carry out the works and shall not remove from the site any plant or equipment, which will hinder or delay the progress of the work, without the written approval of the Principal's Representative.

Plant shall be of adequate capacity and rating to carry out work specified. The Contractor shall remove from the site any plant or equipment considered by the Principal's Representative to be unsuitable for carrying out the work in accordance with the specifications.

The Contractor will supply a list of plant that state size, capacity, volumes and license/registration details etc.

No unregistered plant items are to be used on the carriageway.

If the Contractor is using plant or equipment that is causing significant delays, or that is inappropriate for the works required, the Principal's Representative may direct the Contractor to remove such plant or equipment, at the Contractor's expense.

### 2.2.7 Contractor's Programme

The Contractor shall submit to the Principal's Representative, within one week from acceptance of tender, a simple construction programme detailing. However, the Contractor should submit a detailed project timeline/schedule as a part of the contract submission. This timeline must include start and completion dates for each main activity or task such as clearing earthworks, drainage, pavement construction/completion etc.

### 2.2.8 Water Supply

The Principal will supply suitable water for construction purposes located within the 25 Km radius from the work site.

The Contractor will be responsible for the loading water from the Principal's designated tanks including the supply of pumps and associated equipment.

### 2.2.9 Traffic Control

The Contractor is responsible for all traffic management measures relating to the Works. The traffic management measures required for the Works may include lane closures, traffic diversions, signage, other temporary measures and public communication. The Contractor must supply all traffic control devices, including signs, lights, cones, and barricades, and erect and maintain all such devices in good condition for the duration of the works. The Contractor must provide MRWA accredited Traffic Controllers as required to ensure the safety of motorists, road users and workers.

All work and traffic control measures must be performed in accordance with the following Code of Practice and Australia Standards:

- MRWA Traffic Management for Roadworks, Code of Practice 2022
- Austroads Guide to Traffic Management
- AS 1742.1 – 2021 Manual of Uniform Traffic Control Devices Part 1 – General Introduction and Index of Signs
- AS 1742.3 – 2019 Manual of Uniform Traffic Control Devices Part 3 – Traffic Control for Works on Roads

Any road closures shall be in accordance with the Local Government Act sections 3.50, 3.50A, 3.51 and 3.52 and the Contractor shall apply to the Principal for approval to close the road at least 21 days before the closure is required.

The Contractor is responsible for preparation, implementation, and auditing of a Traffic Management Plan for each respective stage of the Works.

The Traffic Management Plan(s) must be prepared by an accredited person and submitted to the appropriate road controlling authority and Principal's Representative five days prior to the proposed commencement of works.

The Principal's Representative and road controlling authority may review, amend, direct, or take whatever steps considered necessary to properly provide for the safety of road users and others.

The Contractor shall indemnify the Principal against all claims, demands, proceedings, costs and expenses incurred in consequence of any action arising out of any third-party claim in respect to traffic control.

### 2.2.10 Working Days and Hours

Normal working days are Monday to Friday and do not include Saturdays, Sundays, and Public Holidays.

Normal working hours are between 6.00 a.m. and 6.00 p.m., but for the purpose of variations and extensions of time to the Contract, shall consist of 8 hours per working day.

Where the Contractor considers it essential to work outside normal working hours or normal working days, it must request in writing prior approval from the Principal or Principal's Representative and this approval, if granted, shall not be construed as a variation.

### 2.2.11 Haulage Routes

Haulage routes shall be managed and maintained to minimise the impact on the appropriate road controlling authority.

Haulage routes may be inspected by the Principal's Representative to record the current standard of the road prior to commencement of hauling.

The road controlling authority may direct suspension of cartage on haulage routes for a period when wet weather or other adverse conditions affecting the road surface or drainage that could compromise the road integrity and public safety.

If work cannot proceed on other activities, the time for suspension of the Contract shall be extended by the cumulative total of all periods of cessation of work directed by the Principal's Representative which are within the specified working hours.

### 2.2.12 Environmental Management

The Contractor is responsible for controlling and minimising the generation of dust on the site.

The Contractor shall comply with the provisions included in "*A guideline for managing the impacts of dust and associated contaminants from land development sites, contaminated sites remediation and other related activities*" (Department of Environment & Conservation, March 2011).

### 2.2.13 Working Methods

The Contractor shall adopt orderly working methods that minimise:

- a) waste of materials
- b) dust generation; and
- c) disruption beyond reasonable delay to traffic flow.

### 2.2.14 Cessation of Work/Stand down of Resources

The Principal's Representative may direct the Contractor to cease operations and stand-down all resources for events including but not limited to total fire bans movement of vehicle bans as imposed by Department of Fire and Emergency Services, or directions by government authorities. Extensions of time will be granted for such stand-downs.

If applicable and where directed by the Principal's Representative during the period of cessation of work, the Contractor shall continue to operate the dust suppression measures specified and endeavour to suppress dust as much as possible.

During the period of cessation of work the Contractor shall keep all machinery and supplies on site and maintain its capability to restart work at the first opportunity.

The time for completion of the Contract shall be extended by the cumulative total of all periods of cessation of work directed by the Principal's Representative which are within the specified working hours.

### 2.2.15 Adjacent Residences

The Contractor shall ensure particular attention is given to plant, equipment and manpower operations to avoid causing a nuisance to adjacent residences property owners due to the works. The Contractor shall be solely responsible for any damage caused to private land, particularly damage caused by plant or equipment.

### 2.2.16 Quality of Works

The principles used to define the limits of any lot for the contract are defined in Main Roads Specification 201: Quality Systems. A lot is defined as follows:

- a) The maximum size of a lot is limited to the quantity of work that is subject of a single conformance decision.
- b) The whole of the works included in the lot shall be continuous.
- c) The lot has been produced using the same work process.
- d) The lot has been brought to completion at the same time; and

- e) The lot shall appear to be of a constant quality without obvious changes in attribute values, whether or not these attributes form part of the acceptance criteria.

### 2.2.17 Utilities

The Contractor must ascertain and verify on site by whatever means the exact location of the utilities from the respective utility provider, department or government authority, prior to commencing works in the area.

The Contractor must make the appropriate allowances in the Contractor's Works Program for all necessary liaison, relocation (if required) and programming with service authorities as required for the provision of installation by service authorities during the Works. The Contractor must reinstate and make good and backfill service trenches to the relevant restoration and reinstatement specification for local government in Western Australia.

No utility, private or public, may be moved to accommodate the Contractor's equipment or its method of operation when the utility does not interfere with the Works, unless such removal is at the expense of the Contractor, and in each case subject to the approval of the utility authority concerned.

The Contractor must take all precautions necessary to prevent damage to existing fencing, drainage structures, telephone and power lines, water mains and services and other facilities and features during the Contract period.

The Principal's Representative may arrange for the repair of damage not made good by the Contractor and the cost of such repair will be deducted from payments due to the Contractor.

### 2.2.18 Undesirable Material

If undesirable materials such as chemical contaminants, high organic materials, clayey gravel, Rocks or boulders etc. are encountered, the Principal shall be informed immediately so that it can be dealt with accordingly.

### 2.2.19 Additional Information/Instruction

The Contractor shall give immediate notice of any instruction or clarification required from the Principal if such instruction or clarification is needed to avoid delaying the works.

### 2.2.20 Site meetings

No work shall commence until pre-start requirements have been met and a start-up meeting has been held between the Contractor and the Principal's representative.

## 2.3 Work Requirements

### 2.3.1 Clearing

#### **General**

Clearing will involve the pruning, removal and disposal of all vegetation including, but not limited to, all trees standing or fallen, brush, shrubs, scrub, grasses, other vegetation material, rubbish, debris, table drain sludge and associated material and boulders from within the areas designated as the maintenance zone area.

All clearing or pruning of vegetation within this zone is to be carefully considered to both protect vegetation and construction plant in its execution of that activity.

Clearing lines including all of the above must be set out by the Contractor and approved by the Principal prior to the commencement of any clearing. Special attention shall be paid to any mature trees including damage caused by construction activities. No clearing shall take

place or areas disturbed for construction of temporary works, access tracks, spoil areas or site office locations.

Prior to the commencement of the clearing operation, the Contractor shall seek confirmation from the Principal that the clearing areas have been correctly defined, and any trees tagged for removal are clearly marked

All waste material is to be removed from the project site to the Contractor's nominated disposal site and the Contractor is responsible for all costs associated.

### **Spoiling of Vegetation and Waste Material**

All vegetation and waste material shall be disposed of by the Contractor at the Contractor's disposal site or other approved waste disposal site.

On completion of the clearing, all vegetation, spoil and waste material must be removed from the Site. No vegetation, spoil or waste material shall be pushed beyond the limits of the site.

Burning is **NOT** to be used as a method of vegetation disposal on the Work Site.

### **Damaged Areas**

The Contractor shall take precautions to prevent any damage to vegetation, trees, shrubs, grassed areas, fences and other improvements outside the areas nominated to be cleared. In the event of any damage to vegetated areas outside the clearing areas, the Contractor shall make good at its own cost, as directed by the Principal.

## **2.3.2 Earthworks**

### **General**

Earthworks includes all excavation, trenching, filling, compaction and trimming as necessary to complete the topsoil removal and replacement, if required, embankments, subgrade, table drains, drainage channels and batters to the shapes and levels specified.

### **Extent of Work**

The extent of work is set out in the Scope of Work.

The Contractor is responsible for the assessment of the material nominated for the works and to select plant which will achieve the specified results. The Contractor shall also assess the quantities of earthworks to be carried out, including any effect on the levels of the in-situ material due to the operations selected by the Contractor.

### **Principal Supplied Materials**

The Principal has made available materials to be incorporated within the works:

- Gravel, both sub-base and basecourse is within private pasture land on Tieline Rd and Ongerup-Pingrup road with a radius of 25 Kms approx.

### **Excavations**

#### **1. Table Drain excavations and construction**

Existing table drains are to be re-graded

This Contract is a lump sum and the amount tendered shall include the cost of reshaping the table drains and shoulders.

#### **2. Rock General**

This Contract is a lump sum and the amount tendered shall include the cost of excavation of all rock encountered.

#### **3. Rock in Table drain**

Rock is defined as that material which cannot be excavated by a hydraulic excavator fitted with a rock bucket at a rate of more than 15m<sup>3</sup>/hr with a 20tonne hydraulic excavator, i.e. Hitachi EX320 or similar.

#### **4. Pavement Failures**

Where nominated as Pavement Failure Repair, the Contractor shall boxout and make the necessary maintenance as required.

The Contractor shall inspect for any unsuitable materials remaining, test the base using the "Pick Handle" method for soundness before completing the backfill process, compacting the materials to the surrounding existing equivalent surface.

### **2.3.3 Drainage**

#### **General**

The Contractor shall supply, install and construct stormwater drainage infrastructure as mentioned in the scope of works.

#### **Australian Standards**

All workmanship and materials used in the Contract Works shall conform to the current Australian Standards where such Standards exist. Where such Standards do not exist, the current Authority's Standards shall apply.

#### **Cleaning Up**

Any damage done by the Contractor or his employees to buildings, fences, services, etc. shall be immediately made good to the approval of the Principal.

During the period of the Contract, the Contractor shall clean up the construction site and remove all surplus construction material and debris. The Site shall be clean and tidy.

### **2.3.4 Roadworks**

#### **General**

The work to be completed under this specification consists of the installation/processing of materials and construction of pavement layers.

#### **Australian Standard**

All workmanship and materials used in the Works shall conform to the current Australian Standard where such Standard exists. Where such Standard does not exist the current Local Authority's Standard and MRWA specification apply.

#### **Material**

Natural gravel overlay material shall consist of a clean, durable aggregate in a soil matrix. The gravel shall be free from roots, humus, organic material.

Previous works have used the same materials, and with due care have produced suitable outcomes.

#### **A) Pavement works**

The existing pavement will generally remain in place and will not be excavated or reconstructed. Localised trimming or the placement of additional gravel will be carried out as required to achieve the required levels and crossfalls as mentioned in the scope of works. Any isolated soft spots or unsuitable material encountered during the works will be removed and replaced with suitable gravel before stabilisation.

The pavement will then be stabilised with 2.5% cement to a depth of 250 mm to provide a suitable foundation for the new seal. The existing pavement may require milling or in-situ pulverisation as part of the stabilisation process, depending on the contractor's

methodology. Following stabilisation, the pavement will be trimmed, compacted, and finished to the required levels and surface tolerances before the application of the prime and bituminous seal.

Special care shall be taken at the interface between the existing pavement and the newly constructed pavement to ensure a smooth and level transition.

#### B) Finish Surface

A two coat bitumen seal will be applied over the entire roadway and the seal design should be provided by the contractor and need to get approved by the Principal. The sealing will consist of a sprayed binder followed by the application of coarse aggregate and subsequent rolling to fully embed the aggregate.

#### C) Tolerances

The shape of the finished level shall be judged to be acceptable when the maximum deviation from a three (3) metre straight edge placed in any position on the surface does not exceed 10mm.

### **Gravel Overlay**

#### A) Construction

The finished level shall be carried out with graders, compacted with static and vibrating rollers and finished with steel wheel and rubber tyre rollers to achieve the required standard of finish.

During final shaping and compacting, the shape shall be checked frequently and corrected as necessary by grading under the direction of an experienced foreman.

#### B) Compaction

The Contractor shall ensure that compaction is carried out with uniform moisture content, maintained at least 98% of MMDD, and a uniform compaction effort applied longitudinally and transversely to the alignment.

#### C) Finish Surface

The finished level shall be in a uniformly bound condition with no evidence of layering or disintegration. The finished surface shall be of dense, even texture, tightly bound and suitable to receive bituminous surfacing.

The base shall be watered, compacted, and cut to grade and cross-fall.

Completed base course construction shall be maintained to the specified standards of surface shape, level, compaction and finish up to the time of application of the bituminous surfacing.

Watering shall be continued as necessary to prevent shrinkage, cracking, dusting, or loosening of the surface.

### **Bitumen Seal**

The Contractor shall provide a durable road surface that:

- bonds to the underlying surface (whether base course, concrete or another bituminous surfacing treatment);
- provides a safe wearing surface for traffic; and
- waterproofs the pavement.

All bituminous sealing work shall be carried out in accordance with the applicable Main Roads Western Australia (MRWA) standard specifications.

The Contractor shall be responsible for the supply, delivery and stockpiling of all aggregates. Seal designs shall be carried out in accordance with the relevant clauses of the MRWA standard specification No 503 – Bituminous Surfacing.

The Contractor shall submit the final seal design for approval prior to commencement of works.

### 2.3.5 Traffic Facilities

#### Signage

The Contractor shall at a minimum remove for safe keeping and then reinstall all existing signs.

Reinstallation of existing signage shall be undertaken in conformance with Main Roads WA *Specification 601 - Signs* (available via the MRWA website).

### 2.3.6 Relevant Standards

| Title                                            | PDF                                                                   | Issue Date           |
|--------------------------------------------------|-----------------------------------------------------------------------|----------------------|
| <b>201 – Quality Systems</b>                     | <a href="#">Specification 201 Quality Management</a>                  | <b>30 May 2023</b>   |
| <b>202 - Traffic</b>                             | <a href="#">Specification 202 Traffic Management</a>                  | <b>7 June 2023</b>   |
| <b>203 – Occupational Safety &amp; Health</b>    | <a href="#">Specification 203 Health &amp; Safety Management</a>      | <b>19 June 2023</b>  |
| <b>204 - Environment</b>                         | <a href="#">Specification 204 Environmental Management</a>            | <b>6 August 2020</b> |
| <b>503 – Bituminous Surfacing</b>                | <a href="#">Specification 503 Bituminous Surfacing</a>                | <b>22 May 2017</b>   |
| <b>511 – Materials for Bituminous Treatments</b> | <a href="#">Specification 511 Materials for Bituminous Treatments</a> | <b>25 March 2023</b> |

### 3. General Conditions of Contract

This Contract shall be deemed to have incorporated WALGA model Minor Works Contract Conditions

If at any time during the progress of the Purchase, any dispute or difference arises as to the true intent or interpretation of the Contract, such matter shall be referred in writing to the CEO within seven (7) days of such dispute arising. The CEO shall then advise the Contractor on the interpretation of the Purchase Order, and the Contractor shall accept such interpretation without further reference or appeal.

#### 3.1 Insurances

Without limiting its obligations and responsibilities, the Contractor shall take out insurance for the entire contract period under the following headings:

- a) Products Liability;
- b) Public Liability; and
- c) Workers Compensation

#### 3.2 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- a) The term "records" has the same meaning as in the SRA.
- b) The Contractor will comply with the SRA and its Principles and Standards, and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- c) All such Records will remain the property of the Principal.
- d) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- e) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- f) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

#### 3.3 Invoices and Payments

Unless otherwise requested by the Principal, Invoices must include the following information and attachments for payment:

- Purchase Order Number
- Contract Number
- Name of the Principal's Representative/Project Manager
- Site or premises details.

- Works conducted, including relevant NATA test results in pdf format, confirming compliance.
- Site details of Work completed with Scheduled Rates Claim;
- A report detailing any defects to be remedied and actions required to rectify.

Invoices must be submitted by either post to:

Chief Executive Officer  
Shire of Gnowangerup  
28 Yougenup St  
GNOWANGERUP WA 6335

OR via email to [accountspayable@gnowangerup.wa.gov.au](mailto:accountspayable@gnowangerup.wa.gov.au). Do not send by both post and electronic mail.

Unless otherwise stated in the Contract, and subject to the General Conditions of Contract, the Contractor shall be entitled to receive payment within 30 days of receipt of a Tax Invoice, with any authorised deductions for the value of work done under the Contract as determined by the Principal.

There will be nil (0%) interest paid for late payments.

### 3.4 Waiver

No forbearance, delay or indulgence by the Principal in enforcing the conditions of the Contract shall prejudice, restrict or limit the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

### 3.5 Formal Instrument of Agreement

A Formal Instrument of Agreement may be prepared by the Principal for execution by the Contractor in accordance with the General Conditions of Contract.

### 3.6 Media

The Contractor shall not disclose any information concerning the Contract for distribution through any communications media without the Principal's prior written approval (which shall not be unreasonably withheld). The Contractor shall refer to the Principal any enquiries from any media concerning the Contract.

## 4. Special Conditions of Contract

### 4.1 Contractor Evaluation

The Contractor's performance shall be reviewed at any time as directed by the Principal and evaluated by a Performance Evaluation Panel consisting of one (1) representative of the Contractor and not more than two (2) representatives of the Principal.

### 4.2 Performance Management Process

Communication between the Principal and the Contractor needs to be managed effectively to ensure that workers are advised of poor performance and to advise on the outcomes of work being completed or materials delivered.

The following performance management and review process will enable this to occur whilst also ensuring that the performance and review of the Contract is linked to that of the specification and work orders, including the provisions for default and Contract termination.

- Ongoing performance management and liaison between the Principal or nominated representative and the Contractor.
- Performance reporting and contract performance review.

Ongoing performance management and review will allow:

- The Principal to notify the Contractor of any sub-standard materials/works or damages and to monitor compliance.
- Contract workers to advise the Principal of identified faults and damage.
- Principal and Contractor to identify and address sub-standard work/materials without disruption to the operation of the works.'

The Principal reserves the right to independently audit any works during the contract period.

### 4.3 Additional Time due to Unforeseen Delays

Should significant additional time be required on site to conform to unforeseen delays beyond the Principal's control, such as and not limited to, adverse weather conditions, transport difficulties, airport/plane delays/rescheduling the Principal will not be accountable for any additional cost incurred by the successful Contractor, unless prior approval is given by the Chief Executive Officer or his delegated officer.

### 4.4 Site Access

The Contractor shall liaise with the Principal's Representative to gain access to the Site area for the inspection, installation and commissioning works with two (2) days advance notice.

### 4.5 Damage/Protection

The Contractor must take care during progress of the work to avoid damage to any existing equipment and pipework/services within the limits of the work. Any damage caused by the activities of the Contractor shall be made good by the Contractor. If made good by the Principal, the cost of the repair shall be recovered from the Contractor.

### 4.6 Non-Conformance

Any work or materials deemed to be non-conforming/non-compliant with this Contract (*as per the Specification*) by the Principal/Principal's Representative shall be removed at the

Contractor's expense, including cost of replacement and no payment shall be made for the removal or non-conforming material.

## 4.7 Prevention of Delays - Additional Works

In the event of any site that requires additional works due to settling ground or other latent conditions, the Contractor will immediately advise the Principal's Representative to meet and decide if any action is required by the Contractor. The Contractor may be asked to move to the next site location of the works to continue the works whilst any issues are rectified by the Principal. The Contractor is to carry out the original works after any additional rectifications are completed by the Principal. The Contractor should not experience any delays in the planned works if this process is followed.

## 4.8 Indemnity

- a) The Contractor must indemnify and keep indemnified the Shire against any and all expense, cost, damage, loss, liability or penalty that the Shire suffers or incurs arising out of or in any way related to the Services, the Contractor's performance of the Services or the Works.
- b) The indemnity referred to in (a) is reduced proportionately to the extent that the Shire's liability, loss, damage, cost or expense was directly caused by the Principal's negligence or the Shire's negligence.

## 4.9 Copyright

All documents (including final reports) produced, films, original drawings, photographs, electronic media and all copyright will reside with the Principal.

None of the documentation produced as a result of this Contract can be reproduced or distributed without the prior written authorisation of the Principal.

## 4.10 Payment Retention

A retention amount of 2.5% of the total contract value will be held by the Principal for a Defect Liability period of 12 months following the date of practical completion. This retention will be released to the Contractor at the end of the Defects Liability Period, provided all defects identified during this period have been rectified to the satisfaction of the Principal. Any defects identified during the Defects Liability Period must be rectified by the Contractor at no additional cost to the Principal.

## 5. Tenderer's Offer

The completion and return of this form is mandatory submission compliance.

### 5.1 Form of Tender

The Chief Executive Officer

Shire of Gnowangerup  
28 Yougenup Rd  
GNOWANGERUP WA 6335

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

(BLOCK LETTERS)

of:

(REGISTERED STREET ADDRESS)

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

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

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

**In response to RFT 2026-8-1 Reconstruction of Tieline and Ongerup-Pingrup Road Works**, I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

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

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

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

Dated this the \_\_\_\_ day of \_\_\_\_ 2026

Signature of authorised person: \_\_\_\_\_

Full Name of authorised signatory (BLOCK LETTERS): Mr. ☐ Mrs. ☐ Ms. ☐ *Please check one.*

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Position: \_\_\_\_\_

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

Authorised Signatory Postal Address: \_\_\_\_\_

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

## 5.2 Selection Criteria

### 5.2.1 Compliance Criteria

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

| Description of Compliance Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| i) Compliance with the Conditions of this Tender<br>Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this Request including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes / No<br><input type="checkbox"/> <input type="checkbox"/> |
| ii) Complete Tenderer's Offer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes / No<br><input type="checkbox"/> <input type="checkbox"/> |
| iii) Complete Pricing Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes / No<br><input type="checkbox"/> <input type="checkbox"/> |
| iv) Corporate Information/Risk Assessment<br>Tenderers must address the following information in an attachment and label it "Risk Assessment". <ul style="list-style-type: none"> <li>• Provide an outline of organisation structure inclusive of any branches and number of personnel.</li> <li>• Attach current ASC company extracts search including latest annual return.</li> <li>• Provide the organisation's Directors/Company Owners and any other positions held with other organisations.</li> <li>• Provide a summary of how many years your organisation has been in business.</li> <li>• Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</li> <li>• Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</li> </ul> | Yes / No<br><input type="checkbox"/> <input type="checkbox"/> |
| v) Financial Position<br>Tenderer to confirm ability to pay all debts in full as and when they fall due; and<br>Advise of any current litigation as a result of which you may be liable for \$50,000 or more.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes / No<br><input type="checkbox"/> <input type="checkbox"/> |

|                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>vi) Conflict of Interest</p> <p>Advise of any actual or potential conflict of interest in the performance of your obligations under the Contract, or if any such conflict of interest likely to arise during the Contract. If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</p> | <p>Information Supplied</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p><br><p>Is there a Conflict of Interest?</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> |
| <p>vii) Insurance</p> <p>The insurance requirements for this Request are stipulated in <a href="#">Part 3</a> of this Request. Provide details of the insurance coverage that meets the insurance requirements for this Request. A copy of the Certificate of Currency is to be provided to the Principal within seven days of acceptance.</p>                                         | <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>                                                                                                                                                 |
| <p>viii) References</p> <p>Attach details of your referees, provide a minimum of two (2). You should give examples of work provided to verify skills and experience where possible.</p>                                                                                                                                                                                                | <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>                                                                                                                                                 |
| <p>ix) Regional Price Preference Policy</p> <p>Advise of your regional address if you have a shop front within the Shire of Gnowangerup for consideration of applying the Regional Price Preference to your submission.</p>                                                                                                                                                            | <p>Yes / NA</p> <p><input type="checkbox"/> <input type="checkbox"/></p>                                                                                                                                                 |

|                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>x) Previous Contracts with Local Government Authorities</p> <p>Advise if you have previously withdrawn from a Contract issued by a Local Government Authority, either after advice of award of the Contract but prior to signing of the Contract documentation or after execution of the Contract.</p> | <p>Information Supplied</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p><br><p>Have you withdrawn from a LGA Contract?</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 5.2.2 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 item outlined within a qualitative criterion.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <p>Relevant Experience</p> <p>Describe your experience in completing /supplying similar Requirements. Tenderers must, as a minimum, address the following information and label it “<b>Relevant Experience</b>”:</p> <ol style="list-style-type: none"> <li>Provide details of similar work, scope of the Tenderer’s involvement including details of outcomes; and</li> <li>Provide details of issues that arose during the project and how these were managed, demonstrating competency and proven track record of achieving outcomes, with sound judgement and discretion.</li> </ol> | <p>Weighting</p> <p>20%</p> <p>Tick if Attached</p> <p><input type="checkbox"/></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <p><b>Skills and Experience of Key Personnel</b></p> <p>Tenderers must provide as a minimum information of proposed personnel to be allocated to this project, including:</p> <ul style="list-style-type: none"> <li>i) Their role in the performance of the Contract; and</li> <li>ii) Curriculum vitae, including Membership to any professional or business association and qualifications, with particular emphasis on experience of personnel in projects of a similar requirement.</li> </ul> <p>Supply details and label it “<b>Key Personnel</b>”.</p>                                                                                                                                                                                                                                                                                               | <p>Weighting<br/>20%</p> <p>Tick if Attached<br/><input type="checkbox"/></p> |
| <p><b>Methodology and Demonstrated Understanding</b></p> <p>Tenderers must detail the process they intend to use to achieve the Requirements of the Specification. Areas to be included:</p> <ul style="list-style-type: none"> <li>i) Tenderers must demonstrate an appreciation of the Requirements and provide an outline of their proposed methodology including the project schedule/timeline showing the demonstrated understanding of the scope of works;</li> <li>ii) A list of plant, associated equipment and staff which will be used to undertake the works; and</li> <li>iii) Safety – Safety Management Plan (SMP) and Safety Reporting Procedures and previous Safety Records</li> </ul> <p>Supply details and provide an outline of your understanding of the contract and label it “<b>Methodology and Demonstrated Understanding</b>”.</p> | <p>Weighting<br/>20%</p> <p>Tick if Attached<br/><input type="checkbox"/></p> |

### 5.2.3 Quantitive Criteria

|                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <p><b>Price Consideration</b></p> <p>The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in <a href="#">Part 5</a>. – Tenderer’s Offer of this Request for Tender.</p> | <p>Weighting<br/>40%</p> <p>Tick if Attached<br/><input type="checkbox"/></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

**TOTAL TENDER WEIGHTING**

**100%**

### 5.3 Pricing Schedule

Tenderers shall complete all pricing information contained in this section. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

The price schedule includes certain scope of works identified as Separable works. These works will be carried out simultaneously alongside the Base contract works as part of the same project. They have been separated in the price schedule to allow the Shire to clearly identify and manage the costs of each portion individually. The Shire reserves the right to include or exclude any separable portion depending on available budget at the time of award.

| Item No                                                | Description                                                                                                                                                                  | Price Ex GST | GST | Price inc GST |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|---------------|
| <b>A. Base Contract Works for Tieline Road</b>         |                                                                                                                                                                              |              |     |               |
| 1                                                      | Mobilisation, demobilization and Site Establishment works                                                                                                                    |              |     |               |
| 2                                                      | Provide traffic management for the duration of project                                                                                                                       |              |     |               |
| 3                                                      | Site Preparation Works                                                                                                                                                       |              |     |               |
| 4                                                      | Carting the gravel from the pit to the site to achieve the existing level and crossfalls, stabilising it with 2.5% cement to a depth of 250mm and making it ready to seal.   |              |     |               |
| 5                                                      | Supply and Construction of double coat bitumen seal, design supplied by the contractor and approved by the Principal before sealing works.                                   |              |     |               |
| 6                                                      | Other Contingencies                                                                                                                                                          |              |     |               |
| <b>Sub-Total (A)</b>                                   |                                                                                                                                                                              |              |     |               |
| <b>B. Base Contract Works for Ongerup-Pingrup Road</b> |                                                                                                                                                                              |              |     |               |
| 1                                                      | Mobilisation, demobilization and Site Establishment works                                                                                                                    |              |     |               |
| 2                                                      | Provide traffic management for the duration of project                                                                                                                       |              |     |               |
| 3                                                      | Site Preparation Works                                                                                                                                                       |              |     |               |
| 4                                                      | Carting the gravel from the pit to the site to achieve the existing level and crossfalls, stabilising it with 2.5% cement upto a depth of 250mm and making it ready to seal. |              |     |               |
| 5                                                      | Supply and Construction of double coat bitumen seal, design supplied by the contractor and approved by the Principal before sealing works.                                   |              |     |               |
| 6                                                      | Other Contingencies                                                                                                                                                          |              |     |               |
| <b>Sub-Total (B)</b>                                   |                                                                                                                                                                              |              |     |               |
| <b>C. Separable Portion for Tieline Road</b>           |                                                                                                                                                                              |              |     |               |
| 1                                                      | Field testing works for each of the sections at 200m interval at least at both lanes. (Total of 18 tests)                                                                    |              |     |               |
| 2                                                      | Roadworks from SLK 21.77-22.03 including site preparation works, stabilization works, pavement preparation works, double coat sealing works all complete                     |              |     |               |

| Item No              | Description                                                                                                                                              | Price Ex GST | GST | Price inc GST |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|---------------|
| 3                    | Roadworks from SLK 22.58-22.86 including site preparation works, stabilization works, pavement preparation works, double coat sealing works all complete |              |     |               |
| 4                    | Roadworks from SLK 23.27-23.47 including site preparation works, stabilization works, pavement preparation works, double coat sealing works all complete |              |     |               |
| <b>Sub-Total (C)</b> |                                                                                                                                                          |              |     |               |

| <b>D. Separable Portion for Ongerup-Pingrup Road</b> |                                                                                                                             |  |  |  |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 1                                                    | Field testing works for each of the sections at 200m interval at least at both lanes. (Total of 14 tests)                   |  |  |  |
| 2                                                    | Roadworks from SLK 14.87-15.07 including site preparation work, stabilization works, double coat sealing works all complete |  |  |  |
| <b>Sub-Total (D)</b>                                 |                                                                                                                             |  |  |  |
| <b>Total for Mandatory Contract Works (A+B)</b>      |                                                                                                                             |  |  |  |
| <b>Total for Separable Portion works ( C+D)</b>      |                                                                                                                             |  |  |  |

## 6. Appendices

### 6.1 Appendix 1: Tenderlink Upload Times

#### IMPORTANT:

The information below applies only where you have been requested to submit your tender documents via the electronic tender box process. Please check the tender documents for the required submission process.

1. Ensure **ALL** files are uploaded to the Electronic Tenders Box (if provided) **PRIOR** to the closing time and date shown in the tender documents. **PLEASE NOTE:** The ETB closes automatically at this time - file transfers still in progress at the exact closing time **WILL NOT** be accepted and you will not receive an automatic "successful submission" notice.
2. It is strongly recommended that if your file(s) are in excess of 10MB in total and/or you are transferring data from within a corporate network that you are able to do so without restriction. We suggest you speak with your network administrator or IT staff and advise them the size of the files you intend to submit to ensure that internal file size restrictions in your network or from your PC **DO NOT** prevent you from uploading to the TenderLink servers.

**DO NOT leave your submission to the last minute.** Tender Link have no control over the closing of Tender Boxes. If you need assistance, please contact us well before the closing time. As a guide, you should begin your file transfer at least 1 hour prior to the closing time.

The following guide should be used to determine how long it will take you to upload your file(s) to our servers. As an example, if your file is 10MB and your broadband connection speed to our servers uploads at 128kbps, your upload time should be approximately 10 minutes. If you have a dial-up connection, please ensure you allow sufficient time.

#### Upload Guide

| SIZE                  |            |                                        |
|-----------------------|------------|----------------------------------------|
|                       | 10 MB File | 100 MB File                            |
| S<br>P<br>E<br>E<br>D | 56 Kb      | 25 minutes      4 hours and 10 minutes |
|                       | 64 Kb      | 21 minutes      3 hours and 40 minutes |
|                       | 128 Kb     | 10 minutes      1 hour and 43 minutes  |
|                       | 256 Kb     | 5 minutes      52 minutes              |
|                       | 1.5 Mbps   | 1 minute      10 minutes               |

Disclaimer: This is a guide only. It is by no means definitive. These times can vary significantly depending on your actual internet speed at the time of upload.

**Tender submissions not lodged in full by the closing deadline will not be accepted.**