



SHIRE OF
WAROONA
SEA TO SCARP

Request for Tender

Request for Tender:	Lake Clifton Master Plan Design and Construction Redevelopment
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Deadline:	Wednesday 20 th May 2026 at 2.00pm Western Australian Standard Time
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Address for Delivery:	sptenders@successfulprojects.com.au
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RFT Number:	RFT- 2526 - 03
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1. Conditions of Tendering

1. Contract Requirements in Brief

The Principal is seeking a guaranteed capped price for the design and development of the Lake Clifton Master plan.

Full details of the scope of works required under the proposed Contract appears in the Statement of Requirements section.

Submitters are to ensure that ALL relevant forms in the Tender document have been completed and duly signed.

2. Definitions and Interpretations

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 who's Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The Deadline shown on the front cover of this Request for lodgement of your Tender.
General Conditions of Contract:	Means the General Conditions of Contract in Part 3.
Offer:	Your Offer to supply the Requirements.
Principal:	Shire of Waroona
Request or RFQ or Request for Quotation:	This document.
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.
Tender Open Period:	The time between advertising the Request and the Deadline.

3. Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 - Conditions of Tendering (*read and keep this part*).
- Part 2 - Statement of Requirements (*read and keep this part*).
- Part 3 - General Conditions of Contract (*read and keep this part*).
- Part 4 - Special Conditions of Contract (*read and keep this part*).
- Part 5 - Tenderer's Offer (*complete and return this part*).
- Part 6 - Contractor's Work Health and Safety Management System Questionnaire (*complete and return this part*).
- Part 7 - Tenderer's Safety Record (*complete and return this part*).
- Part 8 - Project Reference Sheet (*complete and return this part*).
- Part 9 - Tenderer's Resources Schedule (*complete and return this part*).
- Part 10 – Appendices (*read and keep this part*).
- Appendix A AS4902 -2000 (Amended)
- Appendix B Lake Clifton Master Plan

Separate Documents

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

4. 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 3) in all respects and include all Attachments;
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- (e) Lodge your Tender before the Deadline.

5. Contact Persons

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

Name:	Scott Bennett, Project Manager
Telephone:	0405 347 792
Email:	Scott.bennett@successfulprojects.com.au

6. Value for Money

In accordance with the Shire of Waroona's Purchasing and Procurement Policy FP001 the procurement process shall ensure that a best value for money outcome is attained. The Shires policy can be found at:

<https://www.waroona.wa.gov.au/documents/11955/fp001-purchasing-and-procurement>

Value for money is determined when the consideration of price, risk and qualitative factors that are assessed, results in the most advantageous outcome being achieved. The qualitative criteria used for assessment purposes is provided in Part 5 Tenderers Offer.

The assessment of the best value for money outcome shall, as applicable, consider:

- All relevant total costs
- The technical merits
- Financial viability and capacity to supply without risk of default
- Competition
- Safety requirements
- Sustainable benefits
- Providing opportunities for businesses within the Shire's boundaries

7. Deposits for Requests

Not applicable.

8. Site Inspection

Tenderers are invited to attend a Site Inspection at Friday 15th May 11:30am LOT 1812 TUART GROVE TERRACE, LAKE CLIFTON. RSVP for a site inspection can made via the contact person stated above.

The tenderer, by submission of his tender, acknowledges that he has and shall be deemed to have, inspected the site and determined and allowed for all conditions on and surrounding the site including, but not limited to, access, location and condition of all above ground services, and materials requiring demolition and removal all as found at the time of tender and as may affect the carrying out of the contract.

9. Site Allowances

This contract is not subject to adjustment for Site allowances.

10. Lodgement of Tenders and Delivery Method

The tender must be lodged before the Deadline. The Deadline for this request is 2pm Wednesday 13th May 2026.

The Tender shall be sent as an email to the Principal at sptenders@successfulpoejcts.com.au

Tenders w

ill be accepted provided that no individual email with attachments is more than 10Mb in total. For email Tenders greater than 10Mb they must be sent in separate emails less than 10Mb each.

11. Rejection of Tenders

A Tender may be rejected at the sole discretion of the Principal 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.

No web links or hyperlinks will be considered as part of any submission.

13. Acceptance of Tenders

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

14. 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 and be advised if no Tender was accepted.

15. Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of one hundred and twenty (120) calendar days from the Deadline or forty-five (45) calendar 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.

16. Precedence of documents

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

17. 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.

Any printed "General Conditions of Contract" contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

18. 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;
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments; and
- (f) undertaken a site inspection to familiarise themselves with the project requirements and the site.

19. Alterations

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

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

20. 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 or 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 Tenderers concerning the financial information that they 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.

21. Evaluation Process

Tenders will be evaluated using information provided in the 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.

22. 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 the qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted the 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 usual as part of the assessment of the Qualitative Criteria. Unless otherwise stated, a Tender which 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.

23. Compliance Criteria

These criteria are detailed within 5.3.1 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.

24. Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Qualitative Criteria as detailed within 5.3.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

Note: It is essential that Respondents 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.

25. Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Criteria	Weighting
Most competitive pricing structure.	10%
Council's assessment of the most advantageous service arrangement based upon Qualitative Criteria	90%

26. 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* and the Shire of Waroona Regional Price Preference Policy FP002 - adopted on 25 June 2021.

The Policy stipulates that:

A price preference will apply to tenders invited for procurement over \$75,000 by the Shire of Waroona unless Council resolves that this policy not apply to a particular tender invited.

The following levels of preference for the purposes of assessment will be applied under this policy:

1. Shire of Waroona Businesses

- 10% where the contract is for goods and services up to a maximum price assessment reduction of \$50,000; and
- 5% where the contract is for construction (building services) up to a maximum price assessment reduction of \$50,000.

2. Peel Region Businesses

- 5% where the contract is for goods and services up to a maximum price assessment reduction of \$50,000; and
- 2.5% where the contract is for construction (building services) up to a maximum price assessment reduction of \$50,000.

The levels of preference will only apply to businesses that are located within the Shire of Waroona or the Peel Region for at least six (6) months prior to the closing date of tender invited.

The level of preference outlined is to be applied as either a local (Shire of Waroona Business or Peel Region Business), not both.

The Peel Region Businesses preference can only be applied if it does not affect the overall evaluation outcomes for a business from the Shire of Waroona, on the condition that the Shire of Waroona Business has submitted an equally competitive bid in terms of evaluated quality i.e.: overall qualitative scores are in the same range/s.

Only the cost of those goods and services clearly identified in the tender submission as being supplied locally or from the Peel Region regionally (regardless of their origin) will be included in the calculation that forms a part of the assessment of a tender. Travel or accommodate costs are excluded.

It should be noted that price is only one factor to be considered when the Shire assesses tender submissions. Value for money principles will be used to achieve the best possible outcome for every dollar spent. This is achieved by assessing all costs and benefits rather than simply selecting the lowest purchase price.

The Peel Region includes the Shire's of Murray, Boddington, and Serpentine Jarrahdale, and City of Mandurah.

27. Nature of Contract

27.1.1. Schedule of Rates

Payment for works shall be determined based on the actual quantity of work completed, as per cl 3.3 option B of the General Conditions of Contract.

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

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

28. 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.

29. 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.

30. 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 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

31. Costs of Tendering

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

32. Tender Opening

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at Shire of Waroona Administration Office, 52 Hesse Street, Waroona, Western Australia.

33. In-house Tenders

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

2. Statement of Requirements

2.1. Introduction

The Shire (Principal) is seeking a suitably experienced civil contractor to construct a 1.3km walk and cycle trail along Weir Rd Waroona connecting the town with popular recreational facilities at Drakesbrook Weir.

The works comprise a compacted gravel trail varying in width from 1.5m to 2.5m along the Weir Rd, meandering between trees along the road verge. An optional (separable portion) asphalt seal is also included in the scope of the work.

Upgrading approximately 130m of existing open drains to piped drainage is also required as part of the works to enable construction of the trail.

Protection and retention of verge trees is an important aspect of the project and tenderers should consider the most appropriate plant and equipment for the project for construction of the trail in conditions constrained by the terrain and vegetation.

2.2. Definitions and Interpretations

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

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract. The Chief Executive Officer of the Shire of Waroona
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.
Superintendent:	Shire of Waroona
Superintendent's Representative:	Scott Bennett

2.4. Scope of Work

2.4.1 Introduction

The Principal invites Expressions of Interest and associated fee proposals from suitably qualified and experienced contractors to provide Early Contractor Involvement (ECI) services for the delivery of selected works identified within an adopted Master Plan.

The purpose of this ECI engagement is to define, validate, and cost a clearly scoped package of works capable of being delivered within a strict and non-negotiable budget of \$400,000 (excl. GST), but inclusive of all design, approvals, fees, charges, levies and construction costs.

The ECI phase will be used to establish a deliverable scope, confirm buildability, manage risk, and determine whether the Principal elects to proceed to a construction contract.

2.4.2 Project Context

The Project site is governed by an endorsed Master Plan that identifies a range of potential upgrades and improvements to existing facilities. The Master Plan represents an aspirational long term vision and is not fully deliverable within the available budget.

Accordingly, this ECI engagement is focused on:

- Identifying elements of the Master Plan deliverable within the \$400,000 budget
- Prioritising critical, non negotiable scope items
- Rationalising or deferring non essential works
- Reducing cost, programme, and delivery risk prior to any construction commitment

2.4.3 Budget Constraint (Critical Requirement)

The total construction budget for this Project is capped at \$400,000. This budget is:

- Fixed
- Non negotiable
- Not subject to increase

Respondents must structure all advice, cost planning, and proposed solutions on the basis that the \$400,000 cap must not be exceeded under any circumstances.

Any scope, design solution, or construction methodology that cannot be demonstrably delivered within this budget will not be considered acceptable.

2.4.4 Non Negotiable Scope Elements

The following elements are mandatory inclusions and must be fully accommodated within the \$400,000 budget. These elements take precedence over all other Master Plan items.

2.4.4.2 Tennis Court Resurfacing

- Resurfacing of existing tennis courts to a safe, compliant, and fit for purpose standard

2.4.4.3 Multipurpose Courts Upgrade (Two Courts)

- Upgrade to support netball, basketball, badminton, and tennis use
- Courts to be oriented north–south
- Courts to be located with a minimum 4 metre setback from boundaries
- Works to include surfaces, line marking, and associated court infrastructure
- A retaining wall (0m to 1.5m high) on the court (not boundary) fence line of the east side of the courts, joining to the southern side retaining wall. Retaining wall to accept large rigid truck (on the adjacent fire break)
- New fencing all round

- Pre-lay electrical conduit for future floodlighting

2.4.4.4 Relocation of the Existing Sheltered BBQ Area

- Demolish the existing structures
- Rebuild a Sheltered and powered BBQ Area
- Provide a drinking water fountain

Upgrade Pedestrian Walkway

- Provision of a compliant, durable, and accessible pedestrian walkway from courts to Sheltered BBQ Area
- Designed to safely connect relevant facilities and activity areas

2.4.5 Scope of ECI Services

2.4.5.1 Master Plan and Site Review

Review the Master Plan documentation and identify key constraints, assumptions, and risks affecting delivery, including site access, staging, and constructability considerations.

2.4.5.2 Scope Definition and Rationalisation

Translate the non-negotiable elements into a clear, buildable scope; identify optional or deferrable items; and propose scope reductions or staging strategies where required to ensure compliance with the budget cap.

2.4.5.3 Cost Planning and Budget Validation

Prepare a high level but robust construction cost plan clearly identifying inclusions, exclusions, assumptions, allowances, and risks, and demonstrating how the proposed scope will be delivered within the \$400,000 budget.

2.4.5.4 Buildability, Risk, and Programme Advice

Provide buildability advice, identify key risks, propose mitigation measures, and prepare an indicative construction programme.

2.4.6 ECI Deliverables

At completion of the ECI phase, the Contractor shall provide:

- A clearly defined scope of works
- A construction cost estimate aligned with the \$400,000 budget
- A project risk register with mitigation strategies
- An indicative construction programme

2.4.7 Transition to Design and Construction

At the conclusion of the ECI phase, the Principal may, at its sole discretion:

- Enter into a Design and Construct or Construct Only contract with the ECI Contractor
- Proceed to an alternative procurement process utilising the developed scope and documentation
- Elect not to proceed with design or construction

Participation in the ECI process does not guarantee progression to the construction phase.

2.4.8 Design and Construction Deliverables

At the conclusion of the Design phase, prior to construction, the Contractor shall deliver to the Principal:

- Designs for construction elements that are to certified by suitably qualified engineers are:
 - Subgrade to tennis courts if extended

- Construction and installation of the fence and retaining wall
- BBQ shelters

- Designs which meet all relevant Australian Standards

At the conclusion of the Design phase, prior to construction, the Contractor shall seek and gain all relevant approvals prior to construction.

At the conclusion of the construction phase the Contractor shall deliver:

- the construction elements certified to Australian and Manufacturers' Standards
- warranties on the constructed elements in accordance with the manufacturers' guarantees and where no manufacturer's guarantee is available, 10 year warranties in meeting Australian Standards.

2.4.9 No Variations for Budget Overrun (Mandatory Condition)

If the Principal elects to proceed to a construction phase (whether Design and Construct or Construct Only):

- The maximum contract sum shall be capped at \$400,000
- No variations, claims, or adjustments will be permitted for cost overruns arising from design development, assumptions, escalation, construction methodology, or coordination issues
- Any failure to deliver the agreed scope within the \$400,000 cap shall be deemed a Contractor risk.

2.4.10 Respondent Submission Requirements

Respondents shall submit the following information:

- Company profile and relevant corporate experience
- Demonstrated experience delivering projects within constrained budgets
- Proposed ECI methodology and approach to cost control
- Details of key personnel
- Lump sum fee or schedule of rates for ECI services

2.5. Drawings and Specifications

Refer to attached master plan in Appendix B.

2.6. Implementation Timetable

It is envisaged that this Contract, for the design and construction of the works will be awarded in late May 2026.

The Tenderer's project programme is to be scheduled from the award date accordingly. If the award date is earlier or delayed, the project programme shall be adjusted and agreed upon accordingly.

The successful Tenderer shall submit for approval by the Principal's Representative an updated and final programme within seven (7) days of the date of the letter of Award of Contract and, following approval shall become the Contract programme. The Tenderer's performance shall be monitored and measured against the Contract programme. The programme may only be modified by the Principal's Representative in writing following receipt and consideration of a request in writing by the Tenderer setting out the reasons for modification. If the programme is modified in accordance with the aforementioned process, the modified programme shall become the Contract programme and replace all preceding programmes.

The contractor should consider areas of the site that are subject to impacts from weather and schedule those sections of the work accordingly.

2.7. Contract Documents

The following items shall form the Contract Documents and shall be read in conjunction with each other:

- (a) Conditions of Tendering,
- (b) The Tenderer's Offer,
- (c) Correspondence between the parties agreed to be included in the contract prior to the signing of the Formal Instrument of Agreement,
- (d) The Letter of Acceptance,
- (e) Formal Instrument of Agreement,
- (f) Contract Sum Schedules,
- (g) Australian Standard General Conditions of Contract AS 4902-2000 (as amended),
- (h) Drawings, and the
- (i) Superintendent's instructions and other documents which may be issued by the Superintendent to the Contractor in accordance with the Conditions of Contract.

and the whole shall constitute one document.

2.8. Reporting and Records

Reporting and records keeping requirements are to be as follows:

- Immediate pricing of non negotiable items and not to be proceeded with until approval by the Superintendent.
- Final design pricing to be issued prior to commencement.
- Deposits that require payment within 28 days of engagement.
- Weekly progress reports that covers, design, construction, cost and risk

2.9. Goods and Services Tax (GST)

For the purposes of this clause:

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

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

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

3. Conditions of Contract

1. Terms and Conditions of Contract

The Terms and Conditions of Contract shall be Australian Standard AS 4902 – 2000 (Amended) as per Appendix A.

4. Special Conditions of Contract

4.1. Advertisements and Promotions on Site

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

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

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

4.2. Description of the Works

The works comprise design and construction and such other work as shown on any drawings or included in the Scope of Work.

Premises may be occupied during the currency of the contract. Ensure minimal inconvenience and disturbance to the occupants.

4.3. Publicity

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

4.4. Documents Generally, Drawings and Specifications

4.4.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to one (1) such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.4.2 Drawings

The Contractor is to provide the Principal with a copy of all relevant approved drawings.

4.5. Environmental Protection

4.5.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extent it necessary to satisfy the requirements of the relevant authority in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.5.2 Site Control

The Contractor shall, at all times:

- (a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- (b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- (c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- (d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- (e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- (f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

4.5.3 Soil Erosion

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

4.5.4 Dust, Dirt, Water and Fumes

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

4.5.5 Vehicles

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

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.5.6 Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

4.5.7 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

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

6. Contractor’s Representative

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

7. Materials, Labour and Constructional Plan

7.1 Workers Amenities

Use of the existing public amenities at Drakesbrook Weir by workers shall be permitted.

8. Materials and Work

8.1 Regulations

The Contractor shall comply with the Work Health and Safety Act 2020 (the “Act”) and the Work Health and Safety (General) Regulations 2022 (the “Regulations”) and with any amendments that may be made to the Act and Regulations from time to time.

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

Attention is drawn to the requirement to supply manufacturers/suppliers “Material Safety Data Sheets”. These sheets should be consistent with the “Work Safe” information and format.

A copy of all “Material Safety Data Sheets” shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

9. Chemical Information

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

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

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

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

10. Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

11. Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

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

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

12. Induction Training

12.1 Shire specific induction

All workers (including the Contractor's employees, subcontractors, and any other workers) must complete the Shire of Waroona's required site safety induction before entering the Site and before commencing any work. No person is permitted to start work or carry out any activity on Site until the Shire of Waroona (or its nominated representative) has confirmed that the induction has been completed and all induction requirements have been met.

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

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

13. Pre-Job Planning

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

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

14. Working Hours

The Work to be performed under the contract shall be determined by the Contractor in conjunction with the Principal.

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

No noise or hours of work restrictions apply to this site.

15. Schedule of Warranties

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including the following items of work, materials or equipment.

16. Goods and Services Tax (GST)

For the purposes of this clause:

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

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

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

17. BCITF Levy

Where a building and or Civil Engineering Contract exceeds the value of \$20,000, the Contractor will pay the training levy fee in accordance with the Building and Construction Industry Training Levy Collection Act 1990.

The Contractor shall lodge a certificate of proof with the Principal prior to commencement of construction.

5. Tenderer's Offer

1. Form of Tender

TO: The Chief Executive Officer
Shire of Waroona
PO Box 20
WAROONA WA 6215

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

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ (if any)

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT) 2425-06 Lake Clifton Masterplan design and redevelopment I/We hereby tender to perform the design and construction and associated works, in accordance with the Conditions of Contract, The scope, this RFT, for the (GST inclusive) lump sum price of:

\$ 440,000

We confirm receipt of and allowance for addenda numbers: _____

I/We agree that I am/We are bound by and will comply with this Request.

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 _____ day of _____ 20_____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

2. Price Schedule

The prices entered shall fully cover all the obligations of the Contractor under the Contract. Please add or remove tasks as applicable.

Schedule of Rates

Tenderers shall complete the following Schedule of Rates, in the exact format shown, and submit it together with the Tender Offer Form. Non-compliance with this requirement may render the tender submission invalid.

3. General and Corporate Information

The Tenderer shall complete and submit all sections of Part 5. Where an item is Not Applicable is should be marked "N/A" and an explanation provided, where appropriate, of why it is not applicable.

3.1. Organisational Profile and Referees

Attach the profile of the person, entity or corporation that is making the Tender and label it " Attachment 1 – Organisation Profile ". The profile <u>MUST BE OF</u> 'the Tenderer'. The Tenderer must be a legal entity capable of entering into a contractual arrangement in the Tenderer's name.	Attachment 1 Tick if attached
If the Tenderer is comprised of companies, attach their current ASIC company extracts search including latest annual return and label it " Attachment 2 – ASIC documentation ".	Attachment 2 Tick if attached
Attach details of your referees and label it " Attachment 3 – Referees ". You should give examples of work provided for referees listed.	Attachment 3 Tick if attached

3.2. Agents

Are you acting as an agent for another party?	Yes / No
If Yes, attach details (including name, address, telephone, background information) of your principal and label it " Attachment 4 – Acting as Agent ".	Attachment 4 Tick if attached

3.3. Trusts

Are you acting as a trustee of a trust?	Yes / No
If Yes, in an attachment labelled " Attachment 5 – Acting as Trustee ": (a) give the name of the trust; and (b) provide the names and addresses of beneficiaries.	Attachment 5 Tick if attached

3.4. Sub-Contractors

Do you intend to subcontract any of the Requirements?	Yes / No
If Yes, attach details of the Sub-contractor(s) including the name, address, location of premise and the number of people employed with details of works provided and label it " Attachment 6 – Sub-contractors ".	Attachment 6 Tick if attached

3.5. Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract and are any such conflicts of interest likely to arise during the Contract?	Yes / No
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “ Attachment 7 – Conflict(s) of Interest ”.	Attachment 7 Tick if attached

3.6. Work Health and Safety

<p>The Contractor will:</p> <ul style="list-style-type: none"> - Provide all Occupation Work Health and Safety documentation - Complete pre-qualification WH&S induction if successful - Complete site induction with principal representative if successful <p>A full statement of the goods and/or services required appears in the Specification.</p>	Yes / No
If Yes, please supply in an attachment details of any and label it “ Attachment 8 – Work Health and Safety ”.	Attachment 8 Tick if attached

3.7. Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No
<p>Attach a financial profile for you and your Sub-contractors (if any), that demonstrates your (and their) financial capacity, together with a list of financial referees.</p> <p>This may include Annual Financial Statements (Profit & Loss, Balance Sheet), Bank Guarantee and/or Accountant’s Statement(s). Attach and label it “Attachment 9 – Financial Profile and Referees”.</p>	Attachment 9 Tick if attached

3.8. Quality Assurance System

Does your organisation have any quality assurance or quality assurance systems? Or substantially working towards?	Yes / No
If you propose to subcontract, does your Sub-contractor have a “third party” quality management system in place?	Yes / No
Supply evidence or details of your quality assurance position and where relevant your supplier’s or Sub-contractor’s position, in an attachment labelled “ Attachment 10 – Quality Assurance ”.	Attachment 10 Tick if attached

3.9. Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in “**Attachment 11 - Insurance Coverage**”. A copy of the Certificate of Currency is to be provided to the Principal before acceptance of Offer.

Attachment 11
Tick if attached

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 2 days upon request.

Failure to provide details of insurance coverage in accordance with the specified insurance levels stated in this Request document may eliminate the Tender from consideration at the Principals’ discretion.

The required insurances must remain current for the duration of the Contract.

3. Selection Criteria

1. Compliance Criteria

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

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

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;

- (c) Tenderers are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- (d) Tenderers are to address each issue outlined within a Qualitative Criterion.

<p>A) Relevant Experience Describe your experience in supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Attachment 13 - Relevant Experience”:</p> <ul style="list-style-type: none"> (a) Provide details of similar work; (b) Provide scope of the Tenderer’s involvement including details of outcomes. (c) Provide details of issues that arose during the project and how these were managed; (d) Demonstrate competency and proven track record of achieving outcomes; 	<p>Weighting 7%</p>
	<p>Attachment Tick if attached</p>

<p>B) Tenderer’s Resources Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <ul style="list-style-type: none"> (a) Plant, equipment and materials; (b) Any contingency measures or back up of resources including personnel (where applicable); (c) OSH Survey; (d) Safety Record; and (e) Resources Schedule. <p>Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Attachment 15 - Tenderer’s Resources”.</p>	<p>Weighting 9%</p>
	<p>Attachment Tick if attached</p>

<p>C) Demonstrated Understanding Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <ul style="list-style-type: none"> (a) A project schedule/timeline (where applicable); (b) The process for the delivery of the works; and (c) A demonstrated understanding of the scope of work. <p>Supply details and provide an outline of your proposed methodology in an attachment labelled “Attachment 16 - Demonstrated Understanding”.</p>	<p>Weighting 60%</p>
	<p>Attachment Tick if attached</p>

<p>E) Cost Tenderers are to complete the Price Schedule Refer: 5.4 Price Information</p>	<p>Weighting 70%</p>
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4. Price Information

Tenderers must complete the “Price Schedule” in Clause 5.1.1. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

Tendered total prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges.

4.1. Discounts

<p>Are you prepared to allow discount for prompt settlement of accounts?</p>	<p>Yes / No <input type="checkbox"/> <input type="checkbox"/></p>
<p>If you are offering discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “Discounts”.</p>	<p>“Discounts”</p>

4.2. Regional Price Preference

<p>Do you wish to claim regional price preference for Shire of Waroona</p>	<p>Yes / No <input type="checkbox"/> <input type="checkbox"/></p>
<p>Do you wish to claim regional price preference for Peel Region</p>	<p>Yes / No <input type="checkbox"/> <input type="checkbox"/></p>
<p>What proportion of your lump sum price will be completed by contractors, subcontractors and material suppliers in the Waroona Shire</p>	<p>____%</p>
<p>What proportion of your lump sum price will be completed by contractors, subcontractors and material suppliers in the Peel Region</p>	<p>____%</p>

6. Contractor’s Work Health and Safety Management System Questionnaire

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

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System? If Yes, provide details: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

<p>Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Does the company have an incident reporting system? If Yes, provide a copy of a standard Incident Report form.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are there procedures for storing and handling hazardous substances? If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Occupational Safety and Health</p>		
<p>Provide details of any company safety induction programmes for company employees and or subcontractors.</p> <p>_____</p> <p>_____</p> <p>_____</p>		

<p>Safety and Health Workplace Inspection</p>	<p>Yes</p>	<p>No</p>
<p>Are regular Health and Safety Inspections at work Sites undertaken? If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>Is there a procedure by which employees can report hazards at workplaces?</p> <p>If Yes, provide details</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
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Safety and Health Consultation	Yes	No
<p>Is there a workplace Safety Committee?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>

Safety and Health Performance Monitoring	Yes	No
<p>Is there a system for recording and analysing Safety Performance Statistics?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Has the company ever been convicted of a Work Health and Safety offence?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>

7. Tenderer's Resource Schedule

7.1 Tenderer's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referee's Name Telephone Number