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**REGION:** <<insert Region/Responsibility Area>>.

**CONTRACT No:** <<insert cont\_no)/(cont\_year>>

<<contract description>>

**CONDITIONS OF CONTRACT**

**TECHNICAL SPECIFICATION**

**CONDITIONS OF TENDER**

**TENDER SCHEDULES**

**Closing at 2:30 pm (WST) on:** <<insert tender closing day & date>>

**Enquiries:**

<<Insert Contact person’s name>>

<<Insert Contact person’s title>>

<<Insert Contact person’s address>>

<<Insert Contact person’s telephone>>

<<Insert Contact person’s facsimile>>

<<Insert Contact person’s email address>>

Text in [Red] and highlighted in blue refer to Author’s Instructions/notes and examples. To be deleted prior to printing including these notes.

Text in Blue – Optional text or information required to be selected by the Author (ignore hyperlinks)

Text between <<……..>> require editing to suit the procurement

Text in Black – Not to be deleted

To finalise the document ensure that:

i) all author’s instructions (including this one) and optional paragraphs that are not used are deleted;

ii) the clauses are renumbered if any that are not applicable, have been deleted or new clauses added;

iii) all data entered/modified has been changed from red or blue to black (use the **Format/Font/ Colour** menu options);

iv) the table of contents is updated by highlighting the whole table and pressing F9.

**Please contact a Procurement Manager or your Regional Contracts Officer for further information or assistance in preparing this document.**

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| **Pink Page**  | **NOTICE TO TENDERERS** |  |

***The following information is included for the attention of Tenderers:***

| LOCATION, AMENDMENT OR ADDITION | DATE |
| --- | --- |
| **GCC 1, GCC 30 BCI Code –** Deleted.  | 14 December 2021 |
| **Schedule G –** Added Registered Aboriginal Business websites | 26 November 2019 |
| **GCC 1 –** Definition of Superintendent Representative added | 11 November 2019 |
| **SP 10, SP 12** – renumber WAIPS clause as SP 10, insert SP 12 – Special Conditions of Contract.**SP 12.01** – insert Project Bank Accounts clause**SP 12, CT9a, Tender Schedule F (Part 3) WAIPS** – update references to participation plans and reporting templates. **SP3.0, CT7 WHS** – amended referenced rules and legislation.**GCC 23** – amend payment proceduresand insert reference to PBA Pack.**SP 6.0, SCT 3.0 Priority Start** – replace Government Building Training Policy with Priority Start Policy.**GCC 28.4** – replace Institute of Mediators and Arbitrators with Resolution Institute.**GCC 1, GCC 30, SP 8.0, Building Code** – insert model clauses, update website reference.**GCC 1, GCC 30 BCI Code –** update website reference.**GCC 10** – insert inclement weather wording.**GCC 9 –** delete references to Nominated and Selected Contractors | 27 August 2019 |
| **CT 4 –** new CT 4 inserted to include Project Bank Accounts.Previous **CT 4** to **CT 16** renumbered.Consequential numbering amendments in new **CT 5** to **CT 17**, as required.  | 27 June 2019 |
| SP 7.0/CT15 Use of Lobbyist – updated to reference the current Commissioner’s Instruction No. 16 and the Integrity (Lobbyists) Act 2016.SP 8.0 /CT5 and Schedule I Building Code 2016 – added optional Building Code clauses and Declaration of ComplianceSP 10.1 / CT8a and Tender Schedule F part 3 - WA Industry Participation Strategy – added optional clauses and Tender ScheduleCT 3 Submission of Tenders - change to submission to [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) only.CT 8 – Buy Local Policy and Tender Schedule F Part 1&2 – updated to link to current Free Trade AgreementsSP 11/Tender Schedule G – added Aboriginal Participation  | 12 November 2018 |
| SP 5.0 – Environment Management Updated the link to the Environment Policy | 2 February 2017 |
| **SP 3.0 / CT 6 / Tender Schedule J – Australian Government Building and Construction WHS Accreditation Scheme –** Amended the Regulations Referenced. | 23 August 2016 |
| **Tender Schedule F Part 1** – added reference to the Industry Capability Network (ICN) in Question 9. | 28 June 2016 |
| **SCT3 – Government Building Training Policy.** Included the ROADS foundation contact details. **Price Schedule (Rates for Dayworks)** deleted. Provision for On-cost percentages for Dayworks and any specific Plant Item rates are now incorporated into the **Price Schedule (Schedule of Rates)** or **Price Schedule (Lump Sum Bill of Quantities)**  | 12 April 2016 |
| **SCT3 – Government Building Training Policy.** Renamed from the Priority Start Building Policy and amended requirements to match new Government Building Training Policy. **SP6 – Government Building Training Policy.** Renamed from the Priority Start Building Policy and amended requirements to match new Government Building Training Policy.**Annexure A to Main Roads Western Australia Minor Works General Conditions of Contract.** Removed minimum number of trainees requirement.**Tender Schedule G – Priority Start Building Policy.**Removed requirements of Tender Schedule G. | 1 October 2015 |
| **Tender Schedule F, Part 3 – Local Content Questionnaire –** included additional dot point to cover Aboriginal Businesses contribution to the Buy Local, Local Content score.  | 18 May 2015 |
| **SP 3.0 / CT 6 / Tender Schedule J – Australian Government Building and Construction WHS Accreditation Scheme**Updated title and author notes to amended thresholds for when policy applies. Amended text to include Alliance/JV requirements including an unaccredited builder.Included additional response to Tender Schedule J for an Alliance or JV including an unaccredited builder when the Federal WHS Scheme applies.**SCT2 – Quality Assurance**Removed reference to ISO 9001:2000  | 30 March 2015 |
| **GCC** – corrected Clause numbers referenced inGCC 5, GCC 6, GCC 7, GCC 17, GCC 23, GCC 28 and GCC 30.**Annexure A** - corrected Clause numbers.**SP 1.0** - corrected Clause number**CT 7 Buy Local Policy & Buy Local Tender Schedule F Parts 1-3 -** Amended to include Korea-Australia Free Trade Agreement (KAFTA) and Japan-Australia Economic Partnership Agreement (JAEPA) requirements. | 16 January 2015 |
| **SCT 1** – modified Scoring Methodology in the Non-Price Assessment Table for Item 2.2 Local Industry Development.**Form of Tender** – Included ABN and ACN.**Tender Schedule F Part 3** – amended Information To Be Supplied by Tenderer. | 5 February 2014 |

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# MAIN ROADS WESTERN AUSTRALIA MINOR WORKS GENERAL CONDITIONS OF CONTRACT

**GCC 1 DEFINITIONS AND INTERPRETATIONS**

In the Contract the following words have the meanings hereby assigned to them except when the context otherwise requires:

 ‘Building Code’ means *the Code for the Tender and Performance of Building Work 2016* made under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth). The Building Code can be downloaded from <http://www.legislation.gov.au/Details/F2017C00125>

 'Contract' means the tender documents as defined in the Conditions of Tendering.

 'Contractor' means the person or persons, firm or company whose tender has been accepted by the Principal and includes his, their or any of their personal representatives, successors and permitted assigns.

 ‘Covenantor’ means, where applicable, the parent company or other party providing the covenant in Clause SCT 5.

 'Principal' means the person stated in the Form of Tender and, so far as concerns the functions exercisable by the Principal’s Representative, includes a Principal’s Representative.

 'Principal’s Representative' means a person appointed in writing by the Principal under Clause 29.

 'Superintendent' means the Superintendent appointed from time to time by the Principal and notified in writing to the Contractor to act as Superintendent for the purpose of the Contract.

 ‘Superintendent’s Representative’ means a person appointed in writing by the Superintendent under Clause GCC 14.

 'Works' means the works to be executed in accordance with the Contract.

Words importing the singular only also include the plural and vice versa where the context requires and words importing a gender shall include every gender. The words “include”, “includes” or “including” and other words introducing one or more examples of a thing are not to be construed as words of limitation.

**GCC 2 GENERAL OBLIGATIONS**

The Contractor shall execute the Works in accordance with the Contract to the satisfaction of the Superintendent and shall be solely liable for the care of the Works, temporary works, materials and constructional plant until the Superintendent issues a Certificate of Practical Completion under Clause 20. After issue of the Certificate of Practical Completion, the Contractor is solely liable for the care of outstanding work and items to be removed from site until completion of the outstanding work or removal of the item. If loss or damage occurs to the Works during the period of the Contractors care, the Contractor shall, at its cost, rectify such loss or damage.

The Contractor shall provide all materials, labour, plant, equipment, tools and everything whether of a temporary or a permanent nature required for the execution of the Works except where otherwise stated in the Contract.

**GCC 3 REQUIREMENTS OF STATUTES AND FOR SAFETY**

The Contractor shall comply with the provisions of all relevant Acts of Parliament, regulations, by-laws, orders, rules, determinations and Awards and all requirements of any authority as shall be in force in the place where the Works are to be executed and as may relate to the Works and shall pay all fees or charges in relation thereto.

The Contractor shall comply with the appropriate provisions of the *Occupational Safety and Health Act 1984* (WA) and the *Occupational Safety and Health Regulations 1996* as amended from time to time and shall provide and maintain all reasonable safety precautions required for the protection of the Works or other property or for the safety and convenience of workmen and the public.

If the Contractor or any subcontractor defaults in the performance or observance of the requirements of this clause, the Superintendent may direct the Contractor to rectify the default within a reasonable period. If the Contractor or any subcontractor refuses or declines to rectify the default, then the Superintendent may suspend the work relative to the default until the default is rectified and the Contractor shall be responsible for all costs arising out of or in consequence of the default and the suspension.

**GCC 4 DAMAGE TO PERSONS AND PROPERTY OTHER THAN THE WORKS**

4.1) The Contractor shall indemnify the Principal against:

1. loss of or damage to the Principal's property including existing property in or upon which the Works are being carried out; and

(b) claims by any persons in respect of personal injury or death or loss of, or damage to any other property,

arising out of or as a consequence of the carrying out of the Works, but the indemnity shall be reduced proportionally to the extent that the act or omission of the Superintendent, the Principal or others for whom it is responsible may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

(a) the extent that the Contractor's liability is limited by another provision of the Contract;

(b) exclude any other right of the Principal to be indemnified by the Contractor;

(c) things for the care of which the Contractor is responsible; and

(d) claims in respect of the right of the Principal to have the Works carried out.

4.2) The Principal shall indemnify the Contractor in respect of claims referred to in paragraph

(d) of clause 4.1.

**GCC 5 CONTRACTOR'S RISK AND PUBLIC LIABILITY INSURANCE**

5.1) The following shall apply where Annexure A to the Minor Works General Conditions of Contract states the Contract is covered by Principal Controlled Insurance:

(a) The Principal has comprehensive “Principal Controlled Insurance” for material loss or damage to contract property and for liabilities to third parties for personal injury and damage to property arising out of the Contract.

 **A copy of the Principal Controlled Insurance Policies is available from the Main Roads Website www.mainroads.wa.gov.au by using the search facility for “Principal Controlled Insurance”.**

 The Principal shall maintain this insurance policy or a replacement policy materially on the same terms and conditions until all work including any remedial work is completed or otherwise while the Contractor has an insurable interest.

(b) If, having made reasonable enquiries of the market, the Principal considers that it is not commercially feasible to comply strictly with Clause 5.1(a) the Principal may replace or renew the insurance policy on terms and conditions which are materially different and the Principal shall, within a reasonable period of time:

i) notify the Contractor that the insurance policy has been replaced or renewed on terms and conditions materially different; and

ii) provide to the Contractor access to copies of the relevant policy wording and schedules.

(c) The Principal does not hold out any interpretation of the policy wordings and nothing in this Clause 5 affects or limits any liability of the Contractor under the Contract except to the extent that the amount of any claim is paid under the policy.

(d) The Contractor shall not do or permit any act or permit or suffer any circumstances which may cause the policy to become void or voidable. The Contractor shall comply with the conditions of the policy and the requirements of the insurer, at its own expense, so as to prevent:

i) the invalidation of the policy; or

ii) prejudice of the rights of any of the insured under the policy.

(e) If any deductible, as specified in the Principal Controlled Insurance schedule, is deducted by the insurer from any payment to the Principal (in response to a claim under the policy) by reason of an act or omission of the Contractor, the amount of the deductible shall be a debt due to the Principal from the Contractor and may be deducted by the Principal from moneys due to the Contractor under Clause 23.

(f) All dealings by the Contractor with the insurer under the Contract shall be conducted through the Principal.

(g) The Contractor acknowledges and agrees that before entering into the Contract, the Contractor has satisfied itself as to the provisions, terms, conditions, exclusions and excesses of the policy taken out by the Principal and that the Contractor accepts these in full.

5.2) The following shall apply where Annexure A to the Minor Works General Conditions of Contract states the Contractor is required to provide Contractor’s Risk and/or Public Liability insurance:

(a) Without limiting the parties obligations and responsibilities the Contractor, shall effect and continuously maintain, or continuously maintain, where stated in Annexure A to the Minor Works General Conditions of Contract:

i) a Contractors Risk Policy for the total amount of tender to the date the Superintendent issues the Certificate of Practical Completion in accordance with Clause 20; and

ii) a Public Liability Policy to the date the Superintendent issues the Final Certificate in accordance with Clause 20, for an amount not less than that stated in Annexure A to the Minor Works General Conditions of Contract, which provides cover in relation to liability arising out of any claim by any person (including the Principal) in respect of personal injury, death, disease or illness (including mental illness) or loss of, or damage to, or loss of use of, property (other than property insured under i) above arising out of or in relation to the Works.

(b) Each of the above insurances shall cover the Principal, the Contractor, the Superintendent, all subcontractors and their respective representatives, agents and employees for their respective rights, interests and liabilities and include a Cross Liabilities clause.

(c) The Contractor shall lodge with the Superintendent, satisfactory proof of the above insurance before commencement of the Works.

**GCC 6 INSURANCE OF EMPLOYEES**

The Contactor shall effect and continuously maintain, or continuously maintain, until the Superintendent issues the Final Certificate in accordance with Clause 20, Workers Compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than $50 million for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover the Principal for any claims and liability that may arise with an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981* (WA). The Contractor shall lodge with the Superintendent, satisfactory proof of such insurance before commencement of the Works.

**GCC 7 MOTOR VEHICLE INSURANCE**

7.1) The Contractor shall maintain or effect and maintain, and ensure that each of its subcontractors maintains or effects and maintains insurance cover in relation to motor vehicles in respect of liability to third parties for personal injury, death, disease or illness (including mental illness) or liability to third parties for loss of or damage to property.

7.2) The Contractor shall from the time it commences work under the Contract maintain continuous insurance cover in relation to motor vehicles in the terms referred to in Clause 7.1 until the time the Superintendent issues the Final Certificate to the Principal and the Contractor.

7.3) The limit of liability must be no less than $5,000,000.

7.4) Other than for compulsory third party motor vehicle insurance, the insurance must be in the name of the Contractor and, to the extent permitted by law, be extended to indemnify the Principal as principal for Claims from Third Parties.

**GCC 8 PATENT RIGHTS AND ROYALTIES**

The Contractor shall hold harmless and indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**GCC 9 ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not subcontract the whole of the Works and shall not assign the Contract or assign, mortgage, charge or encumber any of the moneys payable under the Contract or any other benefit whatsoever arising under the Contract. The Contractor shall not subcontract any part of the Works under the Contract unless it has made prior application in writing to the Superintendent giving full particulars of the part of the Works it wishes to subcontract and of the proposed subcontractor and it has obtained the written approval of the Superintendent. The approval of the Superintendent shall not relieve the Contractor from any liability or obligation under the Contract.

Where the value of the work to be subcontracted to any subcontractor exceeds $1.5M (GST inclusive) a financial due diligence check on the subcontractor must be conducted by the Contractor and a signed statement certifying that the subcontractor has satisfied this check must be included with the request for approval to the Superintendent.

The Contractor must provide to the Superintendent other information which the Superintendent reasonably requests, including the proposed subcontract documents without prices and details of any criminal convictions of any director, owner or key management personnel of the subcontractor. The Contractor need not make disclosure of any conviction which is a "spent conviction" within the meaning of the *Spent Convictions Act 1988* (WA). Without limiting the Superintendent's powers under this Clause, the Contractor acknowledges that the Superintendent may, as deemed appropriate at the Superintendent's sole discretion, decline approval on the basis of the information disclosed of criminal convictions.

The Contractor shall inform all subcontractors that the contractual relationship between the Contractor and the subcontractor does not include or imply any obligation on the Principal to the subcontractor.

Unless otherwise approved by the Superintendent, all subcontracts shall include:

1. an entitlement on the subcontractor to make a claim for payment at intervals not exceeding 14 days; or
2. an entitlement on the subcontractor to:
3. make a claim for payment on or within five days prior to the date that the Contractor is entitled to submit its monthly payment claim pursuant to Clause 23 ("Contractor Claim Date"); and
4. be paid on or prior to the date that is 28 days from the Contractor Claim Date.

**GCC 10 SITE POSSESSION, COMMENCEMENT, COMPLETION AND EXTENSION OF TIME**

The Principal shall, on or before the expiry of the period stated in Annexure A to the Minor Works General Conditions of Contract, give the Contractor written notice of possession of site, or sufficient possession of the site, for commencement of the Works on site. If the Principal has not given the Contractor possession of the whole of the site, the Principal shall give the Contractor possession of such further portions of the site as may, from time to time, be necessary for carrying out the Works. Possession of the site shall confer the Contractor a right to only use and control the site as is necessary to enable the Contractor to carry out the Works. Occupation of the site shall not be deemed to be exclusive possession.

The Contractor shall proceed with the Works with due expedition and without delay and before commencing work the Contractor shall give the Superintendent three days clear notice in writing. Thereafter the Contractor shall execute the Works in accordance with the Contract and any directions of the Superintendent and at a rate of progress satisfactory to the Superintendent.

The Contractor shall complete the Works within the time stated in Annexure A to the Minor Works General Conditions of Contract calculated from the date of receipt of notice of possession of site, subject to any extensions of time which may be granted by the Superintendent. The Contractor may apply in writing within 14 days of the occurrence of any action or event not attributable to the act or default of the Contractor or its servants or agents for an extension of time stating the matters involved and on receipt thereof the Superintendent shall determine whether an extension be granted and if granted the length of the extension.

In determining whether the Contractor is or will be delayed in reaching Practical Completion by inclement weather regard must be had to:

1. meteorological averages;
2. what delays arising from adverse conditions both seasonal and annual the Contractor could reasonably have expected;
3. the net effect overall of any beneficial weather conditions and any beneficial effect on the work under the Contract of such conditions with respect to any saving in time;
4. the immediate effect of delays arising from individual instances of adverse weather conditions.

Without limiting the Contractor’s entitlement under the above paragraphs the Superintendent may, at any time by written notice to the Contractor, grant an extension of time.

**GCC 11 MATERIALS AND WORK**

Unless it is legally or physically impossible, the Contractor shall execute, complete and maintain the Works in strict accordance with the Contract and adhere strictly to the Superintendent's instructions and directions on any matter relating to or concerning the Works. All materials and work shall be consistent with the nature and character of the Works and of a kind suitable for its purpose and in conformity with the Contract, or if not described shall be in accordance with the relevant Australian standards or if there is no relevant Australian standard the relevant British standard. The Superintendent may, at any time before the issue of the Final Certificate reject any material or work which is not in accordance with the Contract and may direct its replacement, correction or removal. All such replacements, rejections or removals shall be at the Contractor’s cost.

**GCC 12 TESTING OF MATERIALS AND WORK**

Materials and work shall be subject to such tests as are required by the Contract or as may be reasonably directed by the Superintendent to establish the conformity of materials and workmanship with the Contract. Except as otherwise stated in the Contract the work of testing and the cost thereof shall be undertaken by the Contractor.

**GCC 13 DEFAULT OF CONTRACTOR**

In default of compliance by the Contractor with any order or direction of the Superintendent under Clauses 11 or 12, after the expiry of three days, the Superintendent may do or cause to be done all such acts which may be necessary in order to comply therewith and all costs incurred shall be met by the Contractor.

**GCC 14 SUPERINTENDENT’S REPRESENTATIVE**

The Superintendent may appoint a Superintendent’s Representative to manage the Works on behalf of the Superintendent, and the Contractor shall both permit any such person to manage and inspect and shall also comply with all lawful directions of such person.

**GCC 15 CONTRACTOR'S REPRESENTATIVE**

The Contractor shall personally direct the execution of the Work or have on the site of the Works an experienced and competent representative approved by the Superintendent to control the Works. If the Contractor appoints a representative, the Contractor shall forthwith give the Superintendent written notice of the representative’s name. Directions of the Superintendent given to the approved representative shall be deemed to be directions given to the Contractor.

**GCC 16 INTERFERENCE WITH PUBLIC**

All operations involving the execution of the Works shall, except where otherwise permitted by the Superintendent, be carried on so as not to interfere with the public convenience or the access to, use and occupation of public or private roads and footpaths or to or of Crown lands or adjoining public or private properties.

**GCC 17 PROVISIONAL SUMS**

Every provisional sum included in the Contract together with the charges and profits (if any) which the Contractor shall have added to such sum shall be deducted from the contract price and where work to which the provisional sum relates has been ordered by the Superintendent and executed by the Contractor the value of the work so executed, valued in accordance with Clause 18, shall be added to the contract price.

**GCC 18 VARIATIONS**

The Superintendent shall make any variation of the source, form, quality or quantity of the Works or any part thereof that in the Superintendent’s opinion is necessary and the value of the variation shall be taken into account in determining the final contract price.

All such work shall be valued at the tendered rates or prices where such are applicable. If the Contract shall not contain any rates, or the rates or prices tendered are not applicable to the additional work, then reasonable rates or prices shall be agreed between the Superintendent and the Contractor failing which such rates or prices shall be determined by the Superintendent. No variation shall vitiate the Contract. No variation to the Works shall be made by the Contractor without a written order by the Superintendent.

**GCC 19 LIQUIDATED DAMAGES**

If the Contractor shall fail to complete the Works within the time stated or such extended time as shall be granted by the Superintendent, then the Contractor shall pay the Principal the sum stated (if any) in Annexure A to the Minor Works General Conditions of Contract as Liquidated Damages for such default, and not as or in the nature of a penalty, for every day by which completion of the Works is delayed.

**GCC 20 DEFECTS LIABILITY PERIOD**

As soon as in the opinion of the Superintendent the Works shall have been substantially completed in accordance with the Contract and on receiving a written undertaking by the Contractor to finish any outstanding work during the Defects Liability Period, the Superintendent shall issue a Certificate of Practical Completion and the Defects Liability Period stated in Annexure A to the Minor Works General Conditions of Contract shall be calculated from the date so certified. Upon issue of the Certificate of Practical Completion, the Contractor shall give possession of the Works to the Principal. The Contractor shall at its own expense execute all work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required by the Superintendent during the Defects Liability Period or within 14 days after its expiration as a result of an inspection made prior to its expiration. Upon compliance with this Clause, the Superintendent shall issue a Final Certificate.

**GCC 21 CLEANING UP BY CONTRACTOR**

The Contractor shall keep the Works clean and tidy during the Contract and on the completion of the Works the Contractor shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works of every kind and fill and consolidate and level off all excavations (other than those forming part of the Works) made by the Contractor on the site and leave the whole of the site and the Works clean and tidy and free of rubbish and surplus material to the satisfaction of the Superintendent.

**GCC 22 RISE AND FALL IN COSTS**

Unless otherwise stated in the Contract, the Contract shall not be subject to adjustment for rise and fall in costs.

**GCC 23 PAYMENTS, RETENTION AND SECURITY**

Unless otherwise stated in the Contract, and subject to the Minor Works General Conditions of Contract, the Contractor shall be entitled to submit a claim for payment on the first calendar day of each month for any work performed up to the end of previous month, less amounts already paid by the Principal. Within 28 days of submission of such claim for payment the Principal shall pay the Contractor for the value of work done under the Contract as determined by the Superintendent, with any authorised deductions, at the rate of 95 per cent of the value thereof and the Principal shall retain the remaining five per cent.

Upon issue of the Certificate of Practical Completion in accordance with Clause 20 the moneys retained by the Principal shall be reduced to two and one half percent of the final value of the work. Interest shall not be payable on retained moneys. No certificate of the Superintendent shall be deemed to signify approval or acceptance of any completed work.

The Contractor may at any time provide security in a form acceptable to the Principal in lieu of and to the same value of the money retained and/or required to be retained in accordance with this Clause. Where the security is provided prior to the commencement of Works the value of the security required is for an amount equal to five percent of the accepted tender price.

The moneys retained shall be paid or the security released to the Contractor within 14 days of the date that the Superintendent issues the Final Certificate.

Unless otherwise requested by the Principal, invoices containing the following information:

* Contract Number
* Purchase Order Number
* Name of the Superintendent’s Representative

shall be submitted by post to:

Invoice and Information Services Section

Main Roads Western Australia

PO Box 6202

EAST PERTH WA 6892

or emailed to: accountspayable@mainroads.wa.gov.au

***Note: If payments in relation to this Contract are undertaken utilising a Project Bank Account, the contents, in their entirety of the "Project Bank Account (PBA) Pack for Minor Works Contracts" shall apply. This document is available on Main Roads website at:*** [***https://www.mainroads.wa.gov.au/BuildingRoads/Contracting/Pages/pba.aspx***](https://www.mainroads.wa.gov.au/BuildingRoads/Contracting/Pages/pba.aspx) ***and includes the replacement of this GCC 23 in its entirety.***

**GCC 24 DEFAULT OR INSOLVENCY OF CONTRACTOR**

If the Superintendent shall certify to the Principal that the Contractor has:

1. failed to execute the Works at a rate of progress satisfactory to the Superintendent;
2. neglected or omitted to execute any instruction of the Superintendent;
3. failed to complete the whole of the Works within the period stated for completion or such extended time as the Superintendent may grant;
4. intimated that it is unwilling or unable to complete the Works;
5. become the subject of an Insolvency Event; or
6. otherwise committed a substantial breach of contract,

then the Principal, after giving seven days notice in writing, may terminate the Contract and all moneys held by the Principal may be used by the Principal for the purpose of completing the Works.

In this Clause Insolvency Event means any of the following:

1. a 'controller' (as defined in the *Corporations Act 2001* (Cth)), manager, trustee, receiver, receiver and manager, administrator or similar officer is appointed in respect of a body corporate or any asset of a body corporate;
2. a liquidator or provisional liquidator is appointed in respect of a body corporate;
3. any application is made to a court for an order, a court makes an order, a meeting is convened or a resolution is passed, for the purpose of:
4. appointing a person referred to in paragraph (a) or (b) of this definition;
5. winding up or de-registering a body corporate; or
6. proposing or implementing a scheme of arrangement,

other than an application which is withdrawn, dismissed or set aside within 21 days after it is made;

1. a body corporate enters into, resolves to enter into or proposes a reorganisation, moratorium or other form of administration involving, an arrangement, composition or compromise with, or assignment for the benefit of, its creditors generally or any class of them, other than for the purposes of a reconstruction or amalgamation while solvent;
2. a body corporate becomes, states in writing that it is or is deemed under any law to be, insolvent or unable to pay its debts as and when they fall due;
3. the party commits an act of bankruptcy; and
4. any act is done or event occurs which, under any applicable law from time to time in any jurisdiction, has an analogous or similar effect to any act or event described in paragraphs (a) to (f) of this definition (inclusive).

***Note: If payments in relation to this Contract are undertaken utilising a Project Bank Account, the contents, in their entirety of the "Project Bank Account (PBA) Pack for Minor Works Contracts" shall apply. This document is available on Main Roads website at:*** [***https://www.mainroads.wa.gov.au/BuildingRoads/Contracting/Pages/pba.aspx***](https://www.mainroads.wa.gov.au/BuildingRoads/Contracting/Pages/pba.aspx) ***and includes the replacement of this GCC 24 in its entirety.***

**GCC 25 SERVICE OF DOCUMENTS**

Any notice or document to be given to or served on the Contractor under the terms of the Contract shall be deemed to have been given or served if it is handed to the Contractor, or is sent by prepaid post, or is left at the address stated on the Form of Tender and when sent by prepaid post it shall be deemed to have been given or served at the time of posting.

**GCC 26 STATE LAWS**

The Contract shall in all respects be interpreted in accordance with the laws of the State of Western Australia and with respect to any proceeding claim action or demand under or arising out of the Contract the Courts of the State of Western Australia shall have exclusive jurisdiction.

**GCC 27 NOTIFICATION OF CLAIMS**

It shall be a condition precedent to the Principal being liable to meet any claim that the claim together with particulars thereof is lodged in writing with the Superintendent not later than 14 days after the date of the occurrence of the events or circumstances on which the claim is based.

**GCC 28 DISPUTE RESOLUTION**

28.1) Any question dispute or difference of any kind (in this Clause 28 “Dispute”) arising out of or in connection with the Contract shall be resolved in accordance with this Clause.

28.2) A senior executive or other designated officer of each of the parties must meet within 14 days after the date when one party serves on the other a notice and in good faith, attempt to resolve the Dispute.

28.3) If within 14 days of the first meeting under Clause 28.2, the Dispute is not resolved, the Principal or the Principal’s delegate and the chief executive officer of the Contractor, or the chief executive officer’s delegate must meet within seven days of the expiry of the 14 days and, in good faith, attempt to resolve the Dispute.

28.4) If the Dispute is not resolved within 28 days of the first meeting under clause 28.2, or such further time as may be agreed, the parties must refer the Dispute to conciliation by an accredited conciliator agreed by the parties, or failing agreement on the conciliator and terms of appointment within a further seven days, an accredited conciliator appointed by the Chairperson of the Western Australia Chapter of the Resolution Institute. The terms of the appointment must be in accordance with the Resolution Institute's Rules. The location of the conciliation shall be Perth, Western Australia or other location determined by the Principal.

28.5) The reference to conciliation will commence when either party gives notice to the other requiring resolution of the Dispute under Clause 28.4.

28.6) The parties agree to participate in the conciliation in good faith. Any information or document obtained through or as part of the reference to conciliation is confidential and may not be used for any purpose other than the settlement of the Dispute under Clause 28.

28.7) The parties will share equally the conciliator’s fees for any conciliation.

28.8) If the Dispute is not resolved within 21 days of the commencement of the reference to conciliation, either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

28.9) Unless the parties agree otherwise in writing, the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia is appointed as the Prescribed Appointor for all disputes referred to adjudication under the *Construction Contracts Act 2004* (WA).

28.10) Subject to the *Construction Contracts Act 2004* (WA), circumstances beyond the control of the parties permitting, each party must continue to perform the Contract even though a Dispute exists or proceedings have been commenced under Clause 28.8.

28.11) Clause 28 survives the termination of the Contract.

**GCC 29 PRINCIPAL’S REPRESENTATIVE**

The Principal may from time to time appoint individuals to exercise any functions of the Principal under the Contract but not more than one Principal’s Representative shall be delegated the same function at the same time. The appointment of a Principal’s Representative shall not prevent the Principal from exercising any function.

The Principal shall forthwith notify the Contractor in writing of:

1. the appointment and the name of any Principal’s Representative and the functions delegated to the Principal’s Representative;
2. any changes or variation to the functions delegated to the Principal’s Representative; and
3. the termination of the appointment of a Principal’s Representative.

**GCC 30 EXTERNAL REQUIREMENTS**

1. The Contractor must comply with:
2. the Building Code; and
3. other applicable codes of practice, guidelines and standards including those issued by the Principal.
4. The Principal is entitled to recover from the Contractor:
5. any moneys received by the Contractor; or
6. any sum by which the Tender price was increased;

in contravention of AS 4120 – 1994 as if such sum were a debt due from the Contractor to the Principal under or by virtue the Contract.

1. The Contractor warrants that, in respect of its Tender for the Contract, it complied with the Australian Standard Code of Tendering AS4120 – 1994.

**GCC 31 ACCESS TO WORK**

The Contractor shall at all reasonable times give to the Principal and to the Superintendent and to any other persons authorised in writing by the Principal or by the Superintendent, access to the Works and shall provide every reasonable facility necessary for the supervision, examination and testing of any work or materials for the Contract, including the provision of surveillance and audits of the Contractor's Quality Plan and Occupational Safety and Health (OSH) Plan (where applicable), at any place where any such work is being or is to be carried out or materials are prepared.

**GCC 32 MANUFACTURE AND SUPPLY OF MATERIALS**

The Contractor shall give the Superintendent, on request, full particulars of the mode, place of manufacture, source of supply and the performance capacities or such information as the Superintendent considers necessary in respect of any of the materials, machinery or any other equipment to be used in connection with the Contract. The Contractor shall, before arranging manufacture off-site of any works or fabricated materials to be used in connection with the Contract, give the Superintendent reasonable written notice of its intention to do so.

**GCC 33 BUILDING AND CONSTRUCTION INDUSTRY TRAINING LEVY**

In accordance with Clause 3, the Contractor shall comply with the Government of Western Australia *Building and Construction Industry Training Fund and Levy Collection Act 1990* (WA).

**GCC 34 INDUSTRIAL AWARD COMPLIANCE**

With respect to all work done in Western Australia under the Contract, the Contractor must observe, perform and comply in all material aspects with all relevant Industrial Awards, Industrial Agreements, registered Workplace Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Works or the Contract.

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

**GCC 35 TAXES (INCLUDING GOODS AND SERVICES TAX (GST))**

1. The following definitions apply to this Contract:

"*GST*" means the same as it means in the GST Law.

"*GST Law*" means the same as it means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"*Supply*" means making available any goods and/or services, and includes the same meaning as it means in the GST Law.

"*Tax Invoice*" means the same as it means in the GST Law.

1. Unless stated otherwise, all duties, taxes and charges imposed or levied in Australia or overseas in connection with the supply of goods and services used by the Contractor to undertake the Works are payable by the Contractor.
2. All amounts in this Contract (except where otherwise specified) are exclusive of GST.
3. If the Supply constitutes a Taxable Supply the obligation of the Principal to pay GST is conditional on the receipt of a Tax Invoice that complies with the *A New Tax (Goods and Services Tax) Act 1999* (Cth).

**GCC 36 ENFORCEMENT OF BUY LOCAL POLICY**

Where the Principal has granted the Contractor a Regional Business Preference or a Regional Content Preference, the Contractor shall strictly abide by the rules and regulations governing the “Buy Local Policy” of the Government of Western Australia as published by the State Supply Commission of Western Australia.

The Contractor shall use the regional content detailed in the Contractor’s Tender or where agreed by the Principal, alternative regional content to the same value. With each payment claim the Contractor shall submit a signed declaration on the use of regional content. This declaration shall show the amount of regional content used by the Contractor to the date of the payment claim and the amount that the Contractor anticipates will be expended at the completion of the Contract, for each item of regional content in the Contractor’s Tender. The Superintendent may direct the Contractor to support the declaration with evidence of cost to demonstrate, to the reasonable satisfaction of the Superintendent, that the Contractor is actually using the regional content detailed in the Contractor’s declaration, or where agreed by the Principal, alternative regional content to the same value.

The Contractor’s failure to comply with this Clause shall be a substantial breach of this Contract and without affecting any other right at common law or otherwise, the Principal shall be entitled to recover by way of damages the amount of any price preference provided to the Contractor and shall be entitled to have recourse to retention moneys, if any and, if those money are insufficient, then security under the Contract and any deficiency remaining may be recovered by the Principal as a debt due and payable.

**GCC 37 ANTI-DUMPING**

Dumped goods (ie goods from overseas that are imported into Australia at less than their normal value, causing or threatening to cause material injury to an Australian industry producing like goods, or materially hindering the establishment of such an industry) shall not be used in the performance of this Contract.

Where a tender involving the supply of goods from overseas has been accepted and the Commonwealth Minister for Customs subsequently determines the goods as dumped, the Principal may either direct the substitution of such goods or terminate the Contract. Any consequential costs or losses of the Contractor shall be borne and paid for by the Contractor. In addition, any extra costs or losses incurred by the Principal will constitute a debt recoverable from the Contractor.

Where it is reasonably suspected that any goods subject to a Contract constitute dumped goods, the Contract may be suspended to enable the suspicion to be confirmed or dismissed under the Commonwealth Customs legislation. Any costs or losses incurred by the Principal as a result of any suspension under this clause shall be borne and paid by the Contractor.

**GCC 38 PUBLIC DISCLOSURE OF CONTRACT DETAILS**

The Contract Award information for all contracts above $50 000 will be publicly available and published on the Tenders WA website at <http://www.tenders.wa.gov.au> after the Contract is legally established.

Documents and other information relevant to the Contract may be disclosed when required by law or under the *Freedom of Information Act 1992* (WA) or by tabling of documents in Parliament or under a Court order.

The Contractor shall not have, make or bring any action, suit, claim, demand or proceeding against the Principal for any loss, injury, damage, liability, cost or expense resulting from public disclosure of Contract Award information.

In this clause the expression ‘Contract Award information’ means:

(a) general description of goods and/or services the subject of the Contract;

(b) successful Contractor’s name(s); and

(c) total contract price or value.

Notwithstanding any provisions of this Contract to the contrary, the powers and responsibilities of the Auditor General for the State of Western Australia under the Financial Management Act 2006 (WA) and the Auditor General’s Act 2006 are not limited or affected by the terms of the Contract.

**GCC 39 CONTRACTOR’S PLANT AND EQUIPMENT INSURANCE**

(a) The Contractor shall maintain or effect and maintain a policy that provides cover in respect of the Constructional Plant under the ownership or control of the Contractor or its subcontractors (not otherwise being the property of the Principal) for which the Contractor and its Sub contractors are responsible (whether located on or off Site) that is not otherwise covered under Principal Controlled Insurance.

(b) The policy referred to in paragraph (a) shall:

(i) cover the Principal, the Contractor, the Superintendent, all subcontractors and their respective representatives, agents and employees for their respective rights, interests and liabilities; and

(ii) have a limit of cover at least equal to the full replacement value of the Constructional Plant referred to in paragraph (a), including delivery to the Site.

(c) The Contractor shall, from the time it commences work under the Contract, maintain continuous cover under the policy referred to in paragraph (a) or a replacement policy in the same material terms until the time the Superintendent issues the Final Certificate to the Principal and the Contractor.

(d) The Contractor shall ensure that the policy referred to in paragraph (a) provides that the insurer waives all rights and all entitlement to remedies or relief against the Principal and the Superintendent (and their respective representatives, agents and employees) to which the insurer might become entitled by way of subrogation.

**ANNEXURE A TO MAIN ROADS WESTERN AUSTRALIA MINOR WORKS GENERAL CONDITIONS OF CONTRACT**

This Annexure shall be read as part of the Contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Contractor's Risk and Public Liability Insurance(Clause 5) ***Author’s notes****:**Main Roads’ Principal Controlled Insurance (PCI) covers only “contracts for work involving the construction, maintenance, associated construction, commissioning, testing, refurbishment and/or repair of roads & bridges”. This will generally restrict cover to work on the pavement or work in the road reserve that is directly related to bridge/road construction or maintenance.**For all other work, the Contractor will be required to take out appropriate Contractor’s Risk and Public Liability insurances in accordance with the Tendering and Contract Administration Manual. For those contracts NOT covered by PCI (ie not road and bridge related) enter appropriate values of insurance in the following clauses and delete this option.**Contact a Procurement Manager or the Manager Legal and Information Services where clarification is required.* | Covered by PRINCIPAL CONTROLLED INSURANCE |
| Contractor's Risk Policy for total amount of tender (Clause 5) ***Author’s note****: For contracts NOT covered by Principal Controlled Insurance above. Otherwise delete.* | $ <<insert amountto be provided by the Contractor>> |
| The time for giving possession of the Site:(Clause 10) | On or before 28 days after Date of Acceptance of Tender |
| Time for Completion(Clause 10) | <<insert contract period>> |
| Liquidated Damages(Clause 19) | <<$ ...................................... per day or part thereof>> |
| Defects Liability Period(Clause 20) | <<……………………insert weeks>> |
|  |  |

***Author’s Note:*** *All items above must be completed before the Tender document is printed..* ***Delete this note prior to printing.***

# MAIN ROADS WESTERN AUSTRALIA MINOR WORKSSpeciFICATION pRELIMINARIES

***Author’s Note:***

***Clause SP1******Quality Management System Requirements*** *is optional for larger contracts and involving potential risk. (For assistance contact Manager Contracts)*

***Clause SP2******Safety and Health of Personnel*** *is mandatory for all contracts. (For assistance contact Safety Health and Wellbeing Manager)*

***Clause SP3******Australian Government Building and Construction WHS Accreditation*** *Scheme is optional. (For assistance contact a Procurement Manager)*

***Clause SP4******Traffic Management*** *is optional. (For assistance contact Road Safety Policy Manager)*

***Clause SP5******Environmental Management*** *is optional. (For assistance contact Manager Environment)*

***Clause SP6******Priority Start Policy*** *applies to State Government building construction, civil construction and maintenance contracts, with a total value (inclusive of GST) over $5 million.*

*(For assistance contact Manager Contracts)*

***Clause SP7******Use of Lobbyist*** *is mandatory for all contracts. (For assistance contact a Procurement Manager)*

***Clause SP8 Building Code*** *applies where Commonwealth funding meets the threshold. (For assistance contact a Procurement Manager)*

***Clause SP9******Deed of Guarantee, Undertaking and Substitution*** *applies where a Parent Company Guarantee is required. (For assistance contact a Procurement Manager)*

***Clause SP10 WAIPS*** *applies where contract value meets regional and metropolitan thresholds. (For assistance contact a Procurement Manager)*

***Clause SP11 Aboriginal Participation*** *(For assistance contact a Procurement Manager)*

***Clause SP 12 Special Contract Conditions*** *include any unique conditions that would not normally apply, if applicable, otherwise Delete. (For assistance contact a Procurement Manager)*

***Delete this note prior to printing.***

## SP 1.0 QUALITY MANAGEMENT SYSTEM REQUIREMENTS

**1.1** CONTRACTORS QUALITY MANAGEMENT

Notwithstanding any statements to the contrary in the Contractors Quality Manual or Quality Plan, no part of the Quality Management System shall be used to pre-empt, preclude or otherwise negate either technical or any other requirements of the Contract Documents.

Quality Management System Procedures shall be used as an aid to achieving conformance with the Contract Document, and documenting such conformance. In no way shall the Quality Management System Procedures relieve the Contractor of its responsibility to comply with the Contract Documents.

Failure to implement and maintain a Quality Management System shall be deemed a default by the Contractor under the provisions of Clause 24 of the Minor Works General Conditions of Contract.

*Author’s Note: Clause SP 1.0 is used for contracts where Third Party Certification to an ISO 9000 series standard is required. Insert “NOT USED” for contracts where Third Party Certification is not required.*

*Check that quality assurance in SCT2 matches certification required in this clause.*

*Delete this note prior to printing*

**1.2** QUALITY PLAN

The Contractor shall establish a Quality Plan meeting the requirements of the Minor Works Quality Systems Specification.

A Hold Point shall apply until the submission to the Superintendent of an acceptable Quality Plan for the Works.

The Quality Plan shall be submitted to the Superintendent within seven days of the date of receipt of the Notice of Acceptance of Tender or three days of Possession of Site being granted whichever is the earlier..

**\*** For **Period Contracts** the Contractor shall submit within two weeks of the date of notification of the requirements, an acceptable Quality Plan, as defined in the Quality System Specification, applicable to defined portions of the work at particular locations.

*Author’s Note:*

*1. Clause 1.2 is used for contracts where Third Party Certification to an ISO 9000 series standard is required. DELETE Clause 1.2 where Quality Plan is not required.*

***2. \* Delete as applicable***

***Delete this note prior to printing.***

*Author’s Note: Include Minor Works Quality Specification if a Quality System is applicable in*

*Clause SP 1.0.Delete this note prior to printing*

## SP 2.0 SAFETY AND HEALTH OF PERSONNEL

*Author’s Note: Include Minor Works OSH Specification as applicable or contact HR Safety Branch for assistance . Insert “NOT USED” if not applicable but leave the heading. Delete these instructions prior to Printing.*

## SP 3.0 WORK HEALTH AND SAFETY ACCREDITATION SCHEME

*Author’s Note: This clause should only be included if:*

* *the value of the Australian Government funding contribution is:*
	+ *at least $6M and represents at least 50% of the total construction project value; or*
	+ *$10M or more irrespective of the proportion of Australian Government funding; and*
	+ *The head Contract for Building work is greater than $4M.*

*Contact Budget & Programming Branch to determine if this project is subject to the Scheme. Otherwise leave the heading and replace the clause with “Not Applicable”. Delete this note prior to printing.*

The Contractor must maintain accreditation under the Work Health and Safety Accreditation Scheme (WHS Accreditation Scheme)\* while the building work is carried out.

The WHS Accreditation Scheme is established under the *Building Construction Industry (Improving Productivity) (Accreditation Scheme) Act 2016* (Cth) and specified in the *Building Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* (Cth).

The Contractor must comply with all conditions of the WHS Accreditation Scheme accreditation.

\*Paragraph 26(g) of the *Building Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* outlines provisions that apply to joint venture arrangement that include accredited and unaccredited builders.

Information on the WHS Accreditation Scheme including the application pack is available from:

Department of Employment and Workplace Relations

Office of the Federal Safety Commissioner (OFSC)

GPO Box 9879

CANBERRA ACT 2601

Telephone No: 1800 652 500

Email: ofsc@deewr.gov.au

Website: <http://www.fsc.gov.au>

Tenderers must complete and submit with their Tender the information required in **Tender Schedule J – Australian Government Building and Construction WHS Accreditation Scheme** including (if applicable) evidence they have sought determination from the Office of the Federal Safety Commissioner**.**

## SP 4.0 TRAFFIC MANAGEMENT

*Author’s Note: Include Minor Works Specification if Traffic Management is applicable.*

*Ensure Tenderer is made aware if a Traffic Management Plan is applicable. Insert “NOT*

*USED” if not applicable but leave the heading. Delete this note prior to printing.*

## SP 5.0 ENVIRONMENTAL MANAGEMENT

The Contractor shall be aware of the Main Roads Environmental Policy Statement which is available at

<https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/> or by contacting the Superintendent.

*Author’s Note: Include Minor Works Specification if Environmental Management is*

*applicable. Delete this note prior to printing*

## SP 6.0 PRIORITY START POLICY

***Authors Note:***

*The Priority Start Policy applies to WA State Government:*

* *The Priority Start Policy applies to State Government building construction, civil construction and maintenance contracts, with a total value (inclusive of GST) over $5 million.*
* *Replace the text of this clause and SCT 3 with “Not Used” if the contract is valued under the above amount.*

***Delete this note prior to printing***

* + 1. In this clause:
			1. **Apprentice** means a person undertaking an approved apprenticeship that leads to a nationally recognised qualification under a registered training contract;
			2. **Compliance Panel** means the panel responsible for reviewing requests by contractors to vary the Target Training Rate;
			3. **Construction Apprentices and Trainees** means apprentices and trainees working in an in-scope apprenticeship or traineeship as published at www.dtwd.wa.gov.au;
			4. **Construction Trades Workers** means all construction trades workers, including Apprentices and Trainees, in-scope of the Policy working on a full time, part time or casual basis, as published at www.dtwd.wa.gov.au;
			5. **Policy** means the Western Australian Government's Priority Start policy, available at [www.dtwd.wa.gov.au](http://www.dtwd.wa.gov.au)
			6. **Priority Start Report** means the Priority Start report to be submitted by the Contractor in accordance with the Policy and this clause.
			7. **Reporting Period** means:
				1. until the date certified in the Certificate of Practical Completion (the Date of Practical Completion), each twelve month period commencing on 1 July and ending 30 June the following year; and
				2. where the period between 1 July and the Date of Practical Completion is less than twelve months; the period between 1 July and the Date of Practical Completion.
			8. **Subcontractor** means a contractor, other than the Contractor, working on the Project whose workforce includes Construction Trades Workers in-scope of the Policy. This includes all subcontractors in the supply chain working on the Project. It does not include manufacturers and suppliers of goods;
			9. **Target Training Rate** means 5%;
			10. **Trainee** means a person undertaking an approved traineeship that leads to a nationally recognised qualification under a registered training contract; and
			11. **Training Rate** means the number of Construction Apprentices and Trainees as a percentage of the Construction Trades Workforce for the Contractor and all Subcontractors used for the Project. It is based on the combined Western Australian construction trades workforce of the:
				1. Contractor;
				2. all Subcontractors used for the Project.

The Training Rate is arrived at using the following formula:

|  |  |  |
| --- | --- | --- |
| Training Rate % = | 1. *number of Construction Apprentices/Trainees in training in WA*
 | X 100 |
| 1. *number of Construction Trades Workers (full time equivalents) in WA*
 |

* + 1. The Contractor agrees to comply with the Policy and the terms contained in this clause.
		2. Without limiting the application of the Policy, the Contractor must:
			1. ensure that the Target Training Rate is met in the Priority Start Report and is calculated consistently with the Policy;
			2. obtain from all in-scope Subcontractors, a count of their:
				1. directly employed Construction Apprentices and Trainees;
				2. Apprentices and Trainees employed through group training organisations (GTO's) or skill hire companies; and
				3. Construction Trades Workers,

for the purposes of complying with the Policy and any other information to discharge the Contractor's reporting obligations under this clause.

* + - 1. subject to paragraph 1.1(d), submit a Priority Start Report to Main Roads reporting the Training Rate for the relevant Reporting Period no later than 30 days after the end of each Reporting Period; and
			2. keep all supporting information, documents and evidence that was used to calculate the number of Construction Apprentices and Trainees and Construction Trades Workers by the Contractor and its relevant Subcontractors engaged for each Reporting for audit purposes, for a minimum of two years following the Date of Practical Completion.
		1. A Priority Start Report is not required to be submitted where the end of the relevant Reporting Period is less than three months after the end of the previous Reporting Period.
		2. Each Priority Start Report must:
			1. be in the form of the Head Contractor Priority Start Report – Template available at [www.dtwd.wa.gov.au](http://www.dtwd.wa.gov.au/); and
			2. contain the following information:
				1. contract name, number and description;
				2. contract award, construction commencement and estimated completion dates;
				3. business name, Australian Business Number (ABN) and Australian Company Number (ACN) for the Contractor;
				4. business name and ABN for all Subcontractors used for the Project;
				5. number of Construction Apprentices and Trainees working during the Reporting Period in Western Australia for the Contractor, and all Subcontractors used for the Project, including those on probation;
				6. for those Construction Apprentices and Trainees hosted through a group training arrangement, by the Contractor and all Subcontractors, the name of the GTO or skill hire company;
				7. number of Construction Trades Workers (full time equivalents) working in Western Australia during the Reporting Period for the Contractor and all Subcontractors used for the Project; and
				8. estimated Training Rate.
		3. The Target Training Rate may be varied, at the request of the Contractor and at the absolute discretion of the Compliance Panel, pursuant to the following conditions being met:
			1. the Contractor submits a written request (via the approved template) to Main Roads for a variation of the Target Training Rate to apply for the duration of this contract. The request must clearly set out:
				1. the Contractor's proposed varied Target Training Rate;
				2. grounds for the variation with sufficient evidence to establish that:
1. the Contractor undertakes a significant proportion of their overall work:

in regional and/or remote areas; or

on projects that do not allow Apprentices or Trainees on the worksite due to occupational health and safety risks;

1. there has been a limited or no construction work undertaken during a particular stage/year of the Project; or
2. there are other exceptional circumstances to justify a variation to the Target Training Rate; and
	* + - 1. the proposed date for the varied Target Training Rate to take effect;
			1. the Compliance Panel is satisfied there are sufficient exceptional circumstances to justify the Contractor's request to vary the Target Training Rate; and
			2. following approval, Main Roads and the Contractor sign a written variation agreement to the Target Training Rate, including the date the variation is to take effect.

 Should the request not be approved by the Compliance Panel, the Contractor may appeal the decision by lodging a written request (via the approved template) with Main Roads within ten working days of notification of the decision.

* + 1. The Contractor acknowledges that non-compliance with this clause is deemed a substantial breach of Contract.
		2. For information of the Policy contact:

Priority Start Policy Officer

Department of Training and Workforce Development

Telephone: (08) 6551 5607

Email: policy.prioritystart@dtwd.wa.gov.au

Website: [www.dtwd.wa.gov.au](http://www.dtwd.wa.gov.au/)

For information on how to employ an Apprentice or Trainee and the incentives available, contact:

* Jobs and Skills Centres on 13 64 64 or [www.jobsandskills.wa.gov.au](http://www.jobsandskills.wa.gov.au);
* Australian Apprenticeship Support Network on 13 38 73 or [www.australianapprenticeships.gov.au](http://www.australianapprenticeships.gov.au)
* Construction Training Fund (for incentive information) on 9244 0100 or [www.ctf.wa.gov.au](http://www.ctf.wa.gov.au).

## SP 7.0 USE OF LOBBYIST

The Contractor warrants and represents to the Principal that any "Lobbyist," as defined in the *Integrity (Lobbyists) Act 2016* (WA), that it or any of its officers, employees, agents or subcontractors has employed, engaged or has otherwise involved, directly or indirectly, in connection with this Contract, is duly registered as a "Lobbyist" in accordance with the *Integrity (Lobbyists) Act 2016* (WA), and has fully complied with its obligations under it.

## SP 8.0 Building Code

***Authors Note:***

*The Code for the Tendering and Performance of Building Work 2016 established under the Building and Construction Industry (Improving Productivity) Act 2016 (Cth) (Building Code) applies where the building work under a contract is indirectly funded (through grant and other programmes) by the Australian Government and where the Commonwealth contribution is:*

* *At least $5M and represents at least 50% of the total construction value; or*
* *$10M or more irrespective of the proportion of Commonwealth funding.*

*Contact Budget & Programming Branch to determine if this contract satisfies the above criteria.*

*In all Tenders where the Building Code applies, the Australian Building and Construction Commission (ABCC) will also determine if a Workplace Relations Management Plan (WRMP) is required. If a WRMP is required, include item CT6 - 6.6(c), item 8(d) in Tender Schedule I and Tender Schedule L in it’s entirety. Otherwise delete CT6 - 6.6(c), Tender Schedule I – 8(d) and replace Tender Schedule L with “****NOT******USED****”.*

*If the Building Code provisions do not apply, replace ‘****CT6’*** *(this Condition), ‘****Tender Schedule I’*** *and ‘****Tender Schedule L’*** *with ‘****NOT******USED’****.*

***Delete this note prior to printing***

* + 1. In this clause:
			1. **ABCC** means the body referred to in subsection 29(2) of the Act;
			2. **ABC Commissioner** means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act;
			3. **Act** means the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth);
			4. **Building Code** means the Code for the Tender and Performance of Building Work 2016 made under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).
			5. **Building Contractor** has the same meaning as in the Act;
			6. **Building Industry Participant** has the same meaning as in the Act;
			7. **Building Work** has the same meaning as in subsection 3(4) of the Building Code;
			8. **Commonwealth Funded Building Work** means Building Work in items 1-8 of Schedule 1 of the Building Code, other than Building Work to which item 10 of that Schedule applies;
			9. **Exclusion Sanction** has the same meaning as in subsection 3(3) of the Building Code;
			10. **Related Entity** has the same meaning as in subsection 3(2) of the Building Code;
			11. **Subcontractor** means a Building Contractor or Building Industry Participant who the Contactor has entered, or proposes to enter, into a subcontract with to undertake any of the Works; and
			12. **Works** means Commonwealth Funded Building Work that is the subject of this contract.
		2. The Contractor declares as at the date of this contract in relation to Works that it and its Subcontractors are not subject to an Exclusion Sanction.
		3. The Contractor:
			1. declares as at the date of this contract in relation to the Works; and
			2. must ensure during the term of this contract in relation to the Works,

that it and its Subcontractors will comply with the Building Code.

* + 1. Compliance with the Building Code does not relieve the Contractor from responsibility to perform this contract, or from liability for any defect in the Works arising from compliance with the Building Code.
		2. The Contractor must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
		3. The Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
		4. The Contractor must only enter into a subcontract for any of the Works where:
			1. the Subcontractor is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
			2. the Subcontractor is not subject to an Exclusion Sanction or is excluded from undertaking work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner.
		5. The Contractor must ensure as far as is reasonably practicable that Subcontractors that are engaged by the Contractor in respect of the Works take remedial action to rectify non-compliant behaviour.
		6. The Contractor must only enter into a subcontract for any of the Works where:
			1. the Subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code (located in Part 4 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website (www.abcc.gov.au)); and
			2. the subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (located in Part 5 in the document titled Model Clauses Type B-Indirectly Funded available on the ABCC website ([www.abcc.gov.au)](http://www.abcc.gov.au))

## SP 9.0 COVENANTOR'S OBLIGATIONS

1. The Covenantor guarantees to the Principal the due and punctual payment of all debts and damages due and payable or from time to time to become due and payable to the Principal under or in connection with the Contract.
2. If the Contractor makes default in the performance or observance of any of the Contractor’s obligations under the Contract, the Covenantor must on demand from time to time by the Principal immediately perform or procure the performance of all of the Contractor’s obligations in the same manner as, and to the extent that, the Contractor is required to perform them.
3. The Covenantor must indemnify the Principal against all damage, expense, loss or liability (including legal expenses on a full indemnity basis) which the Principal suffers or incurs in respect of a failure by the Contractor to do what the Contract states it must do, including any damage, expense, loss or liability incurred by the Principal:
4. to the extent that it is caused or contributed to by the Contractor’s failure to perform any of the Contractor’s obligations under the Contract;
5. because the Contract is void, voidable or otherwise unenforceable against the Contractor; or
6. because of the winding up of the Contractor; and
7. pay the amount of any such damage, expense, loss or liability on demand to the Principal.
8. The Covenantor’s obligations under paragraphs (a), (b) and (c) are separate and independent from each other.
9. The Covenantor will remain liable to the Principal notwithstanding that:
10. as a consequence of any breach or non-observance by the Contractor, the Principal has exercised any of its rights under the Contract; or
11. the Contractor may be wound up.
12. The liability of the Covenantor is absolute and unconditional and is not affected by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate the Covenantor from any of its obligations including any one or more of the following (whether occurring with or without the consent of any person):
13. the grant to the Contractor or the Covenantor of any time, waiver or other indulgence or concession or any whole or partial discharge or release of the Contractor or the Covenantor;
14. any transaction or arrangement that may take place between the Principal and the Contractor or the Covenantor in respect of the work under the Contract;
15. the winding up, liquidation of, or the appointment of an administrator to, the Contractor or the Covenantor;
16. the amendment, or assignment by a party, of the Contract;
17. the failure by the Principal to give notice to the Covenantor of any default by the Contractor;
18. any legal limitation, disability, incapacity or other circumstances related to the Contractor or the Covenantor;
19. any failure or delay by the Principal in exercising any rights under the Contract; or
20. the fact that any person who has intended to be bound as a Covenantor does not become bound or having been bound ceases to be bound.
21. The Principal and the Covenantor acknowledge and agree that the Covenantor’s obligations under the Contract may be enforced against the Covenantor without the Principal being required to make any demand or exercise any remedy it may have against the Contractor.
22. The Covenantor’s obligations under the Contract continue notwithstanding any settlement of account, intervening payment or other matter whatever and are irrevocable until discharged.
23. Any certificate, expert determination, judgment, order, arbitral award or mediation or settlement agreement binding upon the Contractor is also binding upon the Covenantor.
24. The Covenantor must hold on trust for the Principal any security that the Covenantor holds from the Contractor, to secure the liability of the Covenantor to the Principal under the Contract but only to the extent that the security secures any liability of the Contractor to the Covenantor in respect of the Contract.
25. The Covenantor must not:
26. be subrogated to the Principal’s rights against the Contractor or any other surety or any security of the Principal;
27. have or exercise any rights as surety; or
28. prove in the winding up of:
	* 1. the Contractor; or
		2. any other surety for the Contractor’s obligations under the Contract,

 in competition with the Principal unless the amount the Principal is entitled to will not be reduced as a result.

1. In respect of any winding up of the Contractor and until the discharge of the Covenantor’s obligations under the Contract:
2. the Covenantor irrevocably authorises the Principal (but without any obligation on the part of the Principal) to prove in the Contractor’s winding up for all moneys and damages owed (actually or contingently) by the Contractor to the Covenantor;
3. if any dividends are received by the Covenantor from the Contractor’s winding up it must immediately pay them to the Principal and until it does so it must hold them upon trust for the Principal; and
4. the Principal may retain any dividends from the Contractor’s winding up or moneys received from the Covenantor under sub-paragraph (ii) and apply them towards satisfaction of the Covenantor’s indebtedness to the Principal under the Contract.
5. The Covenantor represents and warrants to the Principal that:
6. it has full legal capacity and power:
7. to own its property and assets and to carry on its business; and
8. to enter into the Contract and to perform its obligations under the Contract;
9. it has taken all corporate action that is necessary to authorise its entry into the Contract and to perform its obligations under the Contract;
10. the Contract constitutes its legal, valid and binding obligations enforceable against the Covenantor in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors’ rights generally);
11. neither its execution of the Contract nor the carrying out of its obligations under the Contract, does or will:
12. contravene any law to which it or any of its property is subject or any order of any authority or other person that is binding on it or any of its property;
13. contravene any undertaking or instrument binding on it or any of its property; or
14. contravene its constitution;
15. no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or threatened against it which (if adversely decided) could have a material adverse effect on the Covenantor’s business, assets or financial condition or its ability to perform its obligations under the Contract;
16. no controller (as defined in the *Corporations Act 2001* (Cth)) is currently appointed in relation to any of its property;
17. it is not entering into the Contract as trustee of any trust or settlement;
18. the Covenantor’s payment obligations rank at least equally with all of the Covenantor’s other unsecured and unsubordinated payment obligations (whether present or future, actual or contingent) other than obligations that are mandatorily preferred by law; and
19. the Covenantor and its property are free of any right of immunity from set-off, proceedings or execution in respect of its obligations.
20. The Covenantor acknowledges that the Principal has executed the Contract in reliance on the representations and warranties that are made in paragraph (m).
21. The Principal may exercise a right at its discretion and separately or concurrently with another right.
22. The Covenantor acknowledges that it has not entered into the Contract in reliance on or as a result of, any statement or conduct of any kind of or on behalf of the Principal or the Western Australian Government or any Western Australian governmental agency.
23. The maximum liability of the Covenantor is no greater than the maximum liability of the Contractor to the Principal under the Contract or, where for any reason the Contract is void, voidable or otherwise unenforceable against the Contractor, the maximum liability which the Contractor would have had to the Principal but for the Contract being void, voidable or otherwise unenforceable.

## SP 10.0 WESTERN AUSTRALIAN INDUSTRY PARTICIPATION STRATEGY

**<< delete if not applicable and add NOT APPLICABLE AT SP10.0>>**

In this clause:

|  |  |
| --- | --- |
| **Industry Link Advisory Service (ILAS)** | means Industry Link Advisory Service of Level 6, 1 Adelaide Terrace, East Perth, Western Australia 6004.  |
| **WAIPS Participation Plan** | means the Participation Plan accepted by the Principal on the Date of Acceptance of Tender. |
| **WAIPS** | means the Western Australian Industry Participation Strategy created pursuant to section 5 of the *Western Australian Jobs Act 2017* (WA). |
| **WAIPS Report** | means the report submitted by the Contractor to the Principal in accordance with this Special Condition of Contract.  |
|  |  |

1. The Contractor must:
2. comply with the WAIPS Participation Plan, including the strategies set out in the Participation Plan that must be undertaken by the Contractor to ensure that opportunities for Local Businesses and workers to participate in all aspects of this Contract are maximised;
3. not amend the WAIPS Participation Plan without the prior written approval of the Principal; and
4. include in each subcontract obligations that enable the Contractor to comply with its obligations under this Special Condition of Contract.

NOTE: Select the option 1 for contracts less than 12 months and option 2 for contracts longer than 12 months. Delete this instruction after completion.

OPTION 1

1. The Contractor must submit, within 2 months of the Date for Practical Completion, a WAIPS Report for the whole of the Works.

OR OPTION 2

(b) The Contractor must submit:

1. an annual WAIPS Report to the Principal on each anniversary of the Date of Acceptance of Tender; and
2. within 2 months of the Date for Practical Completion a final WAIPS Report for the whole of the Works.
3. Any WAIPS Report submitted by the Contractor must be:
4. accurate, up-to-date, comprehensive, sufficiently detailed and in no way misleading or deceptive;
5. verified and endorsed by a duly authorised officer of the Contractor; and
6. in the form of, and addressing the matters outlined in, the WAIPS Standard Participation Plan Reporting Template (Full / Core) – Housing and Works Contracts available at <https://industrylink.wa.gov.au/participation-plans/reporting-for-participation-plans>.
7. The Principal reserves the right to review and inspect all records of the Contractor relating to compliance with this clause and the Contractor must fully comply and ensure its employees, agents and subcontractors (at all tiers) fully comply and assist with any review or inspection.
8. The Contractor acknowledges and agrees that the Principal may at any time:
9. make inquiries of third parties to verify the Contractor's compliance with this clause; and
10. disclose any WAIPS-related information generated in connection with this Contract (including the WAIPS Participation Plan and the WAIPS Report):

under or in connection with the *Western Australian Jobs Act 2017* (WA); and

to comply with the policies of the State of Western Australia.

1. The Contractor acknowledges that their compliance, or otherwise, with the WAIPS Participation Plan or any other obligations of this Special Condition of Contract, may be used in the evaluation of Tenders for future contracts issued by the Principal.
2. This clause survives the expiration of the Contract.

## SP 11.0 ABORIGINAL PARTICIPATION

The Contractor must meet the Aboriginal Participation strategy set in Tender Schedule G.

The Principal may, at its absolute discretion, use the Contractor’s performance in meeting the Aboriginal Employment and Training requirements of this Contract when evaluating future tenders submitted by the Contractor.

## SP 12.0 SPECIAL CONDITIONS OF CONTRACT

**12.01 Project Bank Accounts**

If payments in relation to this Contract are undertaken utilising a Project Bank Account, the contents in their entirety of the "Project Bank Account (PBA) Pack for Minor Works Contracts" shall apply. This document is available on Main Roads website at: <https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/>

# LOCALITY PLAN

***Author’s Note:*** *INSERT SUITABLE LOCALITY PLAN HERE IF REQUIRED*  ***Delete this note prior to printing.***

# WORKS SPECIFICATION AND APPENDICES

***Author’s Note:*** *Please insert your Specification and relevant Appendices after this page.* ***Delete this not****e* ***prior to printing.***

# DRAWINGS

***Author’s Note:*** *INSERT SUITABLE DRAWINGS HERE IF REQUIRED* ***Delete this note prior to printing.***

# MINOR WORKS Conditions of Tendering

## CT 1 TENDER DOCUMENTS

The Tender Documents issued by the Principal consist of the following:

* Minor Works General Conditions of Contract and Annexure A

 Minor Works Specification Preliminaries.

* Locality Plan

 Works Specification and Appendices.

* Drawings (if any).

 Conditions of Tendering.

 Main Roads Western Australia Standard Method of Measurement for Construction Works. Refer to Clause CT 11.

* Special Conditions of Tendering
* Form of Tender.
* Tender Schedules A to L (as applicable)
* Price Schedule (Lump Sum or Schedule of Rates as applicable).
* Addenda issued by the Principal (if any)

## CT 2 TENDERER TO INFORM ITSELF

The Tenderer must acquaint itself fully with all conditions relating to the Contract. It will be deemed to have examined the Tender Documents, the site and its conditions, the nature of the work, materials and constructional plant necessary for the execution of the Works; the means of access to the site; the availability and Award conditions of labour; the accommodation required and to have obtained all necessary information as to risks and contingencies which could affect its Tender. The Tenderer will be deemed to have satisfied itself as to the correctness and sufficiency of its Tender to execute the Works in compliance with all the obligations of the Contract.

If the Tenderer has any doubt as to the meaning of any portion of the Tender Documents or as to the availability of materials or as to the site conditions, it must, before submitting its Tender, notify the officer named in the Tender Documents and obtain clarification prior to delivering its Tender. The only interpretation that will be recognised will be those given to the Tenderer in writing by such officer, or in accordance with CT 15.

## CT 3 SUBMISSION OF TENDERS

The Form of Tender together with Tender Schedules A to L (as applicable), the Price Schedule (Lump Sum or Schedule of Rates as applicable) must be completed. The Principal may in its absolute discretion choose to reject incomplete Tenders.

Tenders must be submitted, by the closing time stated on the cover of this document.

Tenders must only be submitted electronically at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).

Tenderers should note:

• the Tender can only be submitted to: www.tenders.wa.gov.au if the size of each file of the Tender is equal to or less than 100 megabytes.

• the Tenderer must be registered to submit a Tender electronically.

The Tenderer must ensure that the Tender is in either .doc, .docx, .pdf, .xls or .xlsx file format

extensions. That the file names must have a character count limitation of no more than 25 characters. Zipped files containing documents in these formats are also acceptable.

The Tenderer agrees that:

(a) receipt of the Tender will be determined by the date and time shown on the electronic tender lodgement service receipt issued or, if no receipt is issued, the date and time which the Principal’s computer records that the Tender was received;

(b) if the electronic copy of the Tender contains a virus then, notwithstanding any disclaimer made by the Tenderer in respect of viruses, the Tenderer must pay to the Principal all costs incurred by the Principal arising from, or in connection with, the virus;

(c) lodgement of electronic files may take time and the Tenderer must make its own assessment of the time required for full transmission of its Tender;

(d) the Principal will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Tender;

(e) if the electronic copy of the Tender becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the Principal may request the Tenderer to provide another copy of the Tender either electronically or in hard copy or both;

(f) if the Principal requests the provision of another copy of the Tender, then the Tenderer must;

(i) provide the copy in the form or forms requested within the period specified by the Principal;

(ii) provide a statutory declaration that the copy is a true copy of the Tender

which was electronically submitted by the Tenderer and that no changes to the Tender have been made after the initial attempted electronic submission; and

(iii) provide a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.

Late tenders will not be accepted, except where it is clear that Main Roads has contributed to the lateness.

Tenderers must not withdraw their Tender prior to the expiration of 3 calendar months from the date of closing of Tenders.

## CT 4 PROJECT BANK ACCOUNTS

In responding to this Tender, Tenderers acknowledge that they have completed their submission taking the following into account:

1. If the Tenderer’s total amount of tender, as adjusted by the Principal in accordance with CT 11, is equal to or greater than $1.5 million (inclusive of GST) and there will be one or more subcontractors completing work, then payments in relation this Contract will occur through a Project Bank Account (“PBA”) and the Tenderer must account for the use of PBAs in its total amount of tender. Any costs associated with the use of a PBA are to be included in the total amount of tender and are not to be identified as a Provisional Sum.
2. If the Tenderers’ total amount of tender, as adjusted by the Principal in accordance with CT 11, is less than $1.5 million (inclusive of GST), or there are no subcontractors then payments in relation to this Contract will not occur through a PBA, and the Tenderer does not need to account for the use of PBAs in its Tender.

If payments in relation to this Contract are undertaken utilising a PBA, the contents, in their entirety, of the “Project Bank Accounts (PBA) Pack for Minor Works Contracts” shall apply. This document is available on the Main Roads website at <https://www.mainroads.wa.gov.au/BuildingRoads/Contracting/Pages/pba.aspx>

## CT 5 AUSTRALIAN STANDARD CODE OF TENDERING

In consideration of being permitted to Tender, Tenderers must undertake as a fundamental condition to to comply with the Australian Standard Code of Tendering AS 4120-1994.

## CT 6 BUILDING CODE

***Authors Note:***

*The Building Code applies where the building work under a contract is indirectly funded (through grant and other programmes) by the Australian Government and where the Commonwealth contribution is:*

* *At least $5M and represents at least 50% of the total construction value; or*
* *$10M or more irrespective of the proportion of Commonwealth funding.*

*Contact Budget & Programming Branch to determine if this contract satisfies the above criteria.*

*In all Tenders where the Building Code applies, the Australian Building and Construction Commission (ABCC) will also determine if a Workplace Relations Management Plan (WRMP) is required. If a WRMP is required, include item 6.6(c) below, item 8(d) in Tender Schedule I and Tender Schedule L in it’s entirety. Otherwise delete CT6 - 6.6(c), Tender Schedule I – 8(d) and replace Tender Schedule L with “****NOT******USED****”.*

*If the Building Code provisions do not apply, replace ‘****CT6’*** *(this Condition), ‘****Tender Schedule I’*** *and ‘****Tender Schedule L’*** *with ‘****NOT******USED’****.*

***Delete this note prior to printing***

1. In this clause:

|  |  |
| --- | --- |
| ABCC | means the body referred to in subsection 29(2) of the Act. |
| Act | means the *Building and Construction Industry (Improving Productivity) Act 2016*. |
| Building Code | means the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125>  |
| Building Work | has the same meaning as in subsection 3(4) of the Building Code. |
| Commonwealth Funded Building Work | means Building Work in items 1-8 of Schedule 1 of the Building Code, other than Building Work to which item 10 of that Schedule applies. |
| Exclusion Sanction | has the same meaning as in subsection 3(3) of the Building Code.  |
| Related Entity | has the same meaning as in subsection 3(2) of the Building Code. |

1. The Building Code applies to the Works.
2. The Principal will only enter into a contract in relation to the Works if the successful Tenderer:
	* + 1. is not subject to an Exclusion Sanction;
			2. has not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order;
			3. declares that it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and
			4. has submitted a Workplace Relations Management Plan with their tender for approval by the ABCC in accordance with Part 6 of the Building Code, and that the Workplace Relations Management Plan has subsequently been approved by the ABCC.
3. The Principal will exclude Tenderers from further consideration if at any time before a contract is executed in relation to the Works the Principal considers that they do not comply with the requirements in clause 2.3.3.
4. The Principal may exclude Tenderers from further consideration if at any time before a contract is executed in relation to the Works they are excluded from performing Building Work funded by a state or territory government.
5. As part of their tender, Tenderers must submit:
	* + 1. a signed “Declaration of Compliance” as set out in Tender Schedule I;
			2. a response to the further information outlined in Attachment A to the “Declaration of Compliance”; and
			3. a Workplace Relations Management Plan as set out in Tender Schedule L.

## CT 7 WORK HEALTH AND SAFETY ACCREDITATION SCHEME

***Authors Note:*** *Please contact Budget & Programming Branch to determine if the value of the Australian Government funding contribution is:*

* *at least $6M and represents at least 50% of the total construction project value; or*
* *$10M or more irrespective of the proportion of Australian Government funding; and*
* *The head Contract for Building work is greater than $4M.*

 *For contracts that are not subject to the Scheme, leave clear numbers and replace the text below with “NOT APPLICABLE”.* ***Delete this not****e* ***prior to printing.***

The successful Tenderer must be accredited under the Work Health and Safety Accreditation Scheme (WHS Accreditation Scheme) when entering into contracts for building work covered by the WHS Accreditation Scheme established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) and maintain accreditation while the building work is being carried out.\*

The WHS Accreditation Scheme is established under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* (Cth).

The successful Tenderer must comply with all conditions of the WHS Accreditation Scheme accreditation.

\*Paragraph 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* (Cth)outlines provisions that apply to joint venture arrangements that include accredited and unaccredited builders.

Information on the Scheme including the application pack is available from:

Department of Employment and Workplace Relations

Office of the Federal Safety Commissioner (OFSC)

GPO Box 9879

CANBERRA ACT 2601

Telephone No: 1800 652 500

Email: ofsc@deewr.gov.au

Website: <http://www.fsc.gov.au>

Tenderers must complete and submit with their Tender the information required in **Tender Schedule J –** **Work Health and Safety Accreditation Scheme** including (if applicable) evidence they have sought determination from the Office of the Federal Safety Commissioner**.**

## CT 8 BUILDING & CONSTRUCTION INDUSTRY TRAINING LEVY

The Building and Construction Industry Training Levy, as required by the Government of Western Australia *Building and Construction Industry Training Fund and Levy Collection Act 1990* (WA), is payable by the Contractor and must be allowed for in the Tender Price.

## CT 9 BUY LOCAL POLICY

The State Government’s Buy Local Policy applies to this Tender.

The policy is designed to benefit regional Western Australia by giving regional suppliers and contractors an enhanced opportunity to successfully bid for Government contracts.

The Buy Local Policy provides price preferences to local Western Australian businesses when they are in competition for regionally based Government contracts, and

Further information on the Buy Local Policy can be found at:

<https://www.wa.gov.au/government/document-collections/other-procurement-policies>

Regional purchasing preferences apply to the price component only, and come into effect as a notional deduction for Tender assessment purposes. Preferences do not have any lasting effect on the tendered sum. Tenders must represent value for money and satisfy all the requirements of this Tender.

Tenderers must submit with their Tender and claims for regional business and regional content in accordance with the Buy Local Policy (Tender Schedule F Part 1) and declare any Imported Content (Tender Schedule F Part 2).

## CT 9a WA INDUSTRY PARTICIPATION STRATEGY

*Note: The Western Australian Industry Participation Strategy (WAIPS) sets out requirements for a Government agencies in respect of supplier participation plans for contracts that fall within WAIPS supplies, including as to the form of participation plan to be required by an agency and as to evaluation by an agency of participation plans submitted. Refer to the Western Australian Jobs Act 2017 (WA), the WAIPS and the Agency Guidelines for Assessment of a Participation Plan for further detail.*

*The thresholds for which WAIPS applies and type of Participation Plan required are:*

|  |  |  |
| --- | --- | --- |
| *Type of Procurement* | *Core Participation Plan* | *Full Participation Plan* |
| *Regional Housing and Works*  | *$500,000 to $5,000,000* | *Above $5,000,000* |
| *Metropolitan Housing and Works Contracts* | *$3,000,000 to $10,000,000* | *Above $10,000,000* |

*If these thresholds are not met then the clause number must be retained and the words "NOT USED" must be inserted*

The *Western Australian Jobs Act 2017* (WA) and the Western Australian Industry Participation Strategy (WAIPS) made under it which, applies to this Tender, contain obligations for agencies to require from prospective suppliers, and to assess, participation plans in connection with the supply of goods, services and works to or for agencies or the State.

Tenderers must prepare and submit with their Tender, in Schedule F (Part 3), a participation plan which is based on and addresses all matters outlined in the WAIPS Participation Plan template which can be downloaded at <https://industrylink.wa.gov.au/participation-plans/participation-plans>

The <https://industrylink.wa.gov.au/> or ILAS, is part of the Industry Development division of the Department of Jobs, Tourism, Science and Innovation and is located at Level 6, 1 Adelaide Terrace, East Perth, Western Australia 6004. Tenderers may seek advice from ILAS on preparation of a Participation Plan and on maximising the opportunities for local industry and workers.

More information on ILAS can be found at <https://industrylink.wa.gov.au/advisory-services/services-to-state-government-agencies/industry-link-advisory-service> .

All requests for assistance from ILAS need to be made not later than 5 business days prior to the lodgement date and time stated in Invitation to Tender Clause 6 in order to allow ILAS sufficient time to respond.

Tenderers attention is also drawn to Special Condition of Contract SP10.1.

## CT 10 CONFORMITY OF TENDERS AND QUALIFYING CONDITIONS

A Tenderer must submit a Conforming Tender in accordance with the Tender Documents. A Tender that is claimed to be a Conforming Tender, but which contains qualifications or conditions, will only be considered if the resolution of such qualifications or conditions is fair and reasonable to each of the other Tenderers.

In addition to a Conforming Tender, a Tenderer may also submit one or more Alternative Tenders. An Alternative Tender is to be clearly marked “Alternative Tender”. An Alternative Tender may contain conditions or exceptions and the consequential price adjustments that differentiate the Alternative Tender from the Conforming Tender.

Where an Alternative Tender contains conditions or exceptions and the consequential price adjustments which differentiate the Alternative Tender from the Conforming Tender have not been included in the Alternative Tender, a Tenderer will not be given the opportunity to submit consequential price adjustments during the Tender assessment period. However, during the Tender assessment period the Tenderer may be given an opportunity to withdraw the conditions or exceptions contained in the Alternative Tender.

## CT 11 PRICE SCHEDULE AND BILL OF QUANTITIES

Tenders must comply with and be based on the Main Roads Standard Method of Measurement for Construction Works current at call of Tenders.  The Main Roads Standard Method of Measurement for Construction Works are deemed to have been issued and constitute part of the Tender Documents and are available from <https://www.mainroads.wa.gov.au/technical-commercial/tender-preparation/>

Furthermore:

a) All rates shall be expressed to two places of decimal.

b) A rate shall be entered against every item in the Schedule of Rates or Bill of Quantities and items shall not be grouped together.

c) Where both the rate and amount against any item contained in a Schedule of Rates or Bill of Quantities have been omitted then the amount payable against that item shall be zero.

d) Where there is a discrepancy between the rate and the associated amount entered in a Schedule of Rates, the rate shall apply and the amount shall be adjusted accordingly.

 Where a rate has not been entered in a Schedule of Rates, but an associated amount has been entered, the rate will be deemed to be the associated amount divided by the quantity for that item.

e) Where there is a discrepancy between the rate and the associated amount entered in a Bill of Quantities, the amount shall apply and the rate shall be adjusted accordingly.

f) For tenders submitted not marked as alternative tenders:

(i) All items and quantities shall be included in accordance with the Schedule of Rates or Bill of Quantities as provided at time of tender by the Principal or as amended by the Principal by the issue of an Addendum or Addenda.

(ii) Where an item has been removed the item shall be reinserted into the respective Schedule of Rates or Bill of Quantities and the amount payable against that item shall be zero.

(iii) Where a different quantity has been entered against an item in a Schedule of Rates, the different quantity shall be replaced with that issued by the Principal and the corrected quantity multiplied by the tendered rate to arrive at a new amount for that item.

(iv) Where a different quantity has been entered against an item in a Bill of Quantities, the different quantity shall be replaced with that issued by the Principal and the tendered amount divided by the corrected quantity to arrive at a new rate for that item.

(v) Where a different unit has been entered against an item in a Schedule of Rates or Bill of Quantities, the different unit shall be replaced with that issued by the Principal.

(vi) Where a different description has been entered against an item in a Schedule of Rates or Bill of Quantities, the different description shall be replaced with that issued by the Principal.

## CT 12 GOODS & SERVICES TAX (GST)

For the purposes of completing the price schedule, the Tenderer is required to insert the GST exclusive amount. In addition, the Tenderer is required to insert the amount of GST estimated to be payable by the Tenderer. In this clause, "GST" has the same meaning as set out in the Contract.

## ct 13 anti-dumping

Tenderers shall ensure that their Tenders do not include any dumped goods (i.e. goods from overseas that are imported into Australia at less than their normal value, causing or threatening to cause material injury to an Australian industry producing like goods, or materially hindering the establishment of such an industry).

Refer to the Government Preferences section of the Buy Local Policy.

## CT 14 TENDER PROCESS GRIEVANCES.

All grievances relating to the Tender process should be directed to the nominated Probity Officer, or if a Probity Officer has not been nominated, to the:

Manager Corporate Procurement

Main Roads Western Australia

Don Aitken Centre

Waterloo Crescent

East Perth WA 6004

Telephone (08) 9323 5433

Grievances will be handled in accordance with Main Roads’ Procurement Grievance Resolution Process, a copy of which is available on Main Roads website <https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/>

## CT 15 ADDENDA

Addenda to the Tender Documents may be issued prior to the close of the Tender Period for the purpose of clarifying the Tender Documents or to effect modification in the design or to Contract terms. Where Tenderers are in doubt as to the true meaning of any part of the Tender Documents they should notify the Principal and obtain clarification prior to delivering their Tenders. Any interpretation of the Tender Documents will be made only by formal Addenda to the Tender Documents. The Principal is not responsible for any other interpretation. Addenda will be distributed to all Tenderers to whom the Principal has a record of receiving the Tender Documents, provided that the Tenderer is still part of the procurement process at the time of issue of the addendum.

All Addenda issued become part of the Tender Documents and one copy of each Addendum must be signed as evidence of acknowledgement by the Tenderer and returned to the Principal.

## CT 16 USE OF LOBBYIST

The Tenderer warrants and represents to the Principal that any “Lobbyist” (as that term is defined in the *Integrity (Lobbyists) Act 2016* (WA)) that it or any of its officers, employees, agents or subcontractors has employed, engaged or has otherwise involved, directly or indirectly, in connection with its Tender, is duly registered as a “Lobbyist” in terms of the *Integrity (Lobbyists) Act 2016* (WA), and has fully complied with its obligations under it and the Code of Conduct for Registrants and Lobbyists.

## CT 17 CRIMINAL CONVICTIONS

1. Subject to clause (b), Tenderers must declare at Tender Schedule H if any director, owner or key management personnel of the Tenderer:
2. has a criminal conviction; or
3. is currently the subject of any charge pending before a court.
4. Tenderers need not disclose a “spent conviction” within the meaning of the *Spent Convictions Act 1988* (WA).
5. During tender evaluation the Principal may request from the Tenderer, further details of the convictions or charges.
6. The Principal, acting reasonably, will consider the details submitted by the Tenderer and is entitled to decline to award the Contract to a Tenderer, as the Principal deems appropriate in its sole discretion, on the basis of the information disclosed.
7. All information declared in Tender Schedule H and in response to a request by the Principal for further details in accordance with sub clause (c):
8. will be kept confidential and will only be disclosed to Main Roads personnel authorised by the Manager Corporate Procurement whose contact details are available at CT14; and
9. will not be included in any contract document arising from this Tender.

# MINOR WORKS SPECIAL Conditions of Tendering

## SCT 1 ASSESSMENT OF CONFORMING AND ALTERNATIVE TENDERS

It is the Principal's policy to award contracts to organisations whose Tenders are assessed as offering the best value for money. The Preferred Tender will generally be the lowest priced Conforming Tender, or the best value Alternative Tender. The Principal is not bound to accept the lowest or any Tender or any part of a Tender.

Conforming and Alternative Tenders will be assessed on price and their conformity or non-conformity in addressing the requirements of the Tender Documents, including items shown in the Tender Schedules.

Alternative Tenders will also be assessed on the advantages they offer the Principal.

Assessment will be substantially based on the information supplied by the Tenderers. Information supplied by a Tenderer will be confirmed by:

* reference to documented information held by the Principal relating to the Tenderer's past performance;
* following up financial and performance references supplied by the Tenderer; and
* conducting Tenderer interviews and visits to company premises as required.

To enable a proper assessment to be made, it is essential that Tenderers submit all relevant information in an accurate and concise format. Poorly presented, or inadequate information, may result in the Tender being unsuccessful. Tenderers must ensure that Tenders are able to be assessed on a stand-alone basis, and should not rely on information supplied to the Principal in previous Tenders.

Tenders will be assessed in the following steps:

**Compliance Assessment**

Tenders will be assessed for compliance with the requirements of the Conditions of Tender and any Contract requirements, including items shown in the Tender Schedules as required in CT1.

**Comparative Price Assessment**

The comparative price for each Tender will be calculated by applying any applicable price preferences or imposts in accordance with the Western Australian Government’s Buy Local Policy.

**Non-Price Assessment**

The non-price assessment component of the assessment process is designed to take into account those aspects of the Tender that do not readily translate into absolute dollar values, but have other socio-economic benefits or provide a measure of the Tenderer’s capacity to perform the requirements of the Contract.

Tenders shall be assessed using a point scoring system with scores being awarded for each selection criterion and sub‑criterion. Each criterion is weighted to reflect its relative importance. Weighted scores are then summed to yield the total score.

The criterion on which tenders will be assessed, the maximum weighted score for each criterion and the scoring methodology is as follows:

***Authors Note:*** *Evaluation criteria and scoring methodology for items 1.1 to 1.4 are generally suitable for most types of Minor Works but can be modified to suit the specific contract. Supply and Transport Branch should be consulted to review the selection criteria prior to issuing the tender document.*

*Pre-qualification:*

*Where pre-qualification is required, adjust the weightings such that 80% is allocated for pre‑qualification and the remaining weighting assigned to Aboriginal Participation and WA Industry Participation if applicable.*

*.* ***Delete this not****e* ***prior to printing.***

**Non-Price Assessment Table**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Evaluation Criteria** | **Weighting (%)** | **Scoring Methodology**  |
| 1.1 | Experience in providing similar works /services | 20 | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule A of the Tenderer’s and their nominated subcontractor’s experience in providing similar works and/or services. |
| 1.2 | Project Resource Plan  | 20 | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule B of the technical capability of the Tenderer and its nominated subcontractors to perform the requirements of the Contract. |
| 1.3 | Other Project Commitments | 20 | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer on the capability of the Tenderer and its nominated subcontractors identified in Tender Schedule B to perform the requirements of the Contract in conjunction with other project commitments identified by the Tenderer in Tender Schedule C. |
| 1.4 | Construction & Methodology | 20 | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule D of the Tenderer’s proposed construction program and methodology to carry out the requirements of the Contract. |
| 1.5 | Aboriginal Participation | <<10%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule G of the Aboriginal participation initiatives of the Tenderer. |
| 1.6 | WA Industry Participation | <<10%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule F Part 3 of the WA industry participation of the Tenderer. |
|  | **Total Percentage** | **100** |  |

**OR**

**Non-Price Assessment Table (For Direct Managed Works only – consult with OSH Branch if required)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Evaluation Criteria** | **Weighting****(%)** | **Scoring Methodology**  |
| 1.1 | <<Demonstrated Suitability of Plant and Equipment including OSH based on HIRAC (Hazard Identification Risk Assessment and Control of Risks)>> | <<X%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer of the capacity of their nominated personnel including OSH based on HIRAC to perform the duties required of the Contract. |
| 1.2 | <<Demonstrated Skills of Operator on Similar Projects including OSH based on HIRAC >> | <<X%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer of the capacity of their nominated personnel to perform the duties including OSH based on HIRAC required of the Contract. |
| 1.3 | <<Company History and Track Record on Similar Projects>> | <<X%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer of the capacity of their nominated personnel to perform the duties required of the Contract. |
| 1.4 | <<Management and Field Support Capability>>  | <<X%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer of the capacity of their nominated personnel to perform the duties required of the Contract. |
| 1.5 | <<Quality Assurance>>*[See Authors Note above ]* | <<X%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule E of the quality assurance system of the Tenderer. |
| 1.6 | <<Aboriginal Participation>> | <<X%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule G of the Aboriginal participation initiatives of the Tenderer. |
| 1.7 | WA Industry Participation | <<10-20%>> | A score out of 10 will be assigned to each Tenderer based on the evidence provided by the Tenderer in Tender Schedule A Part 3 of the WA industry participation of the Tenderer. |
|  | **Total Percentage** | **100** |  |

Note: All scores will be rounded to the nearest increment of 0.5.

**Value for Money Assessment**

The Principal reserves the right to take into consideration any feature of a Tender that provides a benefit to the Government of Western Australia and the community. Any additional features will be evaluated in accordance with the value-for-money assessment process outlined below.

In formulating the recommendation for acceptance of any Tender or selection of a Preferred Tender, value-for-money will be assessed by:

1. Identifying the lowest Comparative Price Tender. (This Tender then becomes the benchmark for the value-for-money assessment.)
2. If the next higher priced Comparative Price Tender has a higher Non-Price Assessment Score than the benchmark, identifying the additional benefits (if any) offered and assessing if the additional benefit is worth the additional price.
3. Repeating step (ii) with the remaining Tenders.
4. Determining which of the Tenders, if any, offers the best value for money.

**Notification**

All Tenderers will be notified in writing as to whether they have been successful of otherwise. Unsuccessful Tenderers will, on request, be provided with a brief statement of the reasons which lead to the rejection.

## SCT 2 QUALITY ASSURANCE

The Principal shall only award contracts to Tenderers meeting the quality requirement specified below.

The minimum quality requirement for this contract is:

***Author’s Note:*** *Select appropriate quality requirement(s) from the three options following these notes and delete those not required. Where the Minor Works Quality Management Specification is to be included, third party certified quality assurance must be required. Great care is needed when determining if quality assurance in other instances is required****. Delete this not****e* ***prior to printing.***

***Author’s note*** *Quality Assurance Option 1 -* ***Delete this not****e* ***prior to printing****.*

Quality assurance shall be adequately assured through inspection of the service or product and adherence to the requirements of the Specification.

*OR (quality assurance option 2 -* ***Delete this not****e* ***prior to printing****.*

The Tenderer shall have a management system certified as complying with the requirements of *AS/NZS ISO 9001:2008 Quality management systems – Requirements.*

Tenderers are required to provide evidence that their quality management system is current and conforms to the specified quality requirements. The Tenderer will be required to maintain their quality assurance certification for the duration of the Contract.

***OR*** *(****quality assurance option 3*** *-* ***Delete this not****e* ***prior to printing****.*

The Tenderer shall have implemented a quality system developed and certified by

***Author’s note****: specify the industry group and system by choosing one from the list displayed in blue below. You must fully specify the required industry developed standard regulation, qualification etc for assuring quality.* ***Delete this not****e* ***prior to printing****.*

**Product standard** - appropriate for goods and services that satisfy an Australian Standard and are produced under a Standards Mark Licence or a Water Mark Licence, or an international equivalent.

**Government regulation** - appropriate for goods and services that are required by government regulation to be produced to a particular standard or the quality of which is established by specific bodies, eg Codes for Good Manufacturing Practice, Therapeutic Goods Administration, Health and Primary Industry inspection, etc.

**Independent verification of inspection/laboratory documents** - appropriate for goods and services that require progressive inspection and tests during production/development, and the quality of which can be established by verifying inspection/laboratory documents produced by an independent organisation accredited by the National Association of Testing Authorities (NATA) or similar.

**Accredited agent** - appropriate for goods and services supplied by an accredited agent of the original equipment manufacturer which is required to carry out functional checks and tests for transit damage on goods produced by a supplier with a certified (quality assured) management system, remote from the end user.

**Industry developed systems/standards for assuring quality** - Quality systems or standards developed by recognised professional and/or industry groups, organisations or associations (including government) that provide evidence of system implementation and which conduct ongoing system reviews. Industry developed quality systems are not recognised by JAS-ANZ.

**Trade or professional qualifications** - recognised trade or professional qualifications eg lawyers, engineers, chemists, surveyors, plumbers, electricians, etc.

**Quality plans** - documents setting out the specific quality practices, sequence of activities and resources relevant to the procurement. A quality plan can include other methods of assuring quality or it can be a stand alone document.

***Author’s Note:*** *include the paragraph below if any of the blue options above have been selected.* ***Delete this note prior to printing.***

Tenderers are required to provide evidence that their quality system is current and conforms to the specified quality requirements. The Tenderer will be required to maintain their quality assurance certification for the duration of the Contract.

## SCT 3 PRIORITY START POLICY

***Author’s Note:***

* *The Priority Start Policy applies to State Government building construction, civil construction and maintenance contracts, with a total value (inclusive of GST) over $5 million.*
* *Replace the text of this clause and SCT 3 with “NOT APPLICABLE” if the contract is valued under the above amount.*

***Delete this note prior to printing.***

The Priority Start Policy (and any subsequent replacement policy of the same intent) replaces the former Government Building Training Policy from 1 April 2019.

The policy applies to State Government building construction, civil construction and maintenance contracts, with a total value (inclusive of GST) over $5 million.

**POLICY REQUIREMENTS**

The Principal hereby informs Tenderers that if awarded a Contract as a result of their Tender, they will be required as a Condition of Contract to:

1. meet the target training rate for the employment of construction Apprentices and Trainees, based on the combined Western Australian construction workforces of the head contractor and subcontractors working on the project; and
2. report to Main Roads once every twelve month period (on the anniversary of Contract award) confirming their compliance with the policy and also on completion of the Works.

In submitting a Tender, Tenderers acknowledge they will comply with the *Priority Start Policy*.

For further information on the *Priority Start Policy*, contact the Department of Training and Workforce Development on (08) 6551 5607 or email policy.prioritystart@dtwd.wa.gov.au.

For information on how to employ an Apprentice or Trainee and the incentives available, contact:

* Jobs and Skills Centres on 13 64 64 or [www.jobsandskills.wa.gov.au](http://www.jobsandskills.wa.gov.au);
* Australian Apprenticeship Support Network on 13 38 73 or [www.australianapprenticeships.gov.au](http://www.australianapprenticeships.gov.au)
* Construction Training Fund (for incentive information) on 9244 0100 or [www.ctf.wa.gov.au](http://www.ctf.wa.gov.au).
* Nudge on 9323 4310 or [www.nudge.ngo/](http://www.nudge.ngo/)

## SCT 4 FINANCIAL CAPACITY

The Principal shall only award contracts to Tenderers who have the demonstrated financial capacity to complete the specified works. In assessing a Tenderer’s financial capacity the Principal may obtain information from a Risk Management Service Provider.

***Author’s Note:*** *The following paragraph is mandatory for all non-prequalified contracts with an estimated cost of $500 000 or greater and optional for lower value high risk contracts. Delete the following paragraph if a pre-qualified contract is required*

*Delete this note and the remaining contents of this clause if the estimated cost is less than $500 000, except for high risk contract.* ***Delete this not****e* ***prior to printing***.

During Tender evaluation the Principal may require the Tenderer to provide audited copies of their financial statements for up to the last three completed financial years. If the most recent audited financial statements are older than 6 months, or if no audited financial statements are available the Principal may:

* require un-audited financial statements certified by the Tenderer’s chief financial officer that the financial statements are a true reflection of their financial position and
* require the latest quarterly management financial reports for the period from the date of the financial statements to the date of the review with certification from the Tenderer’s chief financial officer that the financial reports are a true representation of the Tenderer’s financial position. The management reports should be in the form of income/expenditure statements, balance sheet and forecasts to the end of the next financial year.

***Author’s Note:*** *The following paragraph is mandatory for all non pre-qualified contracts with an estimate of cost $1.5m or greater.* ***Delete this not****e* ***prior to printing***

Where the value of work to be subcontracted to any Subcontractor is likely to exceed $1.5m a financial due diligence check on the Subcontractor must be conducted by the Tenderer and a signed statement certifying that the Subcontractor has satisfied this check must be provided to the Principal prior to contract award.

## SCT 5 PRE-QUALIFICATION

***Author’s Note:*** *The following paragraph is mandatory for all contracts with a pre-qualification requirement. If not applicable, leave the heading and replace the text below and the words “NOT USED”.* ***Delete this note prior to printing****.*

To be eligible to Tender, Tenderers must be pre-qualified with the Principal in accordance with the National Pre-qualification System for Civil (Road and Bridge) Construction Contracts (refer to the Guidelines at [www.mairoads.wa.gov.au](http://www.mairoads.wa.gov.au)) and in accordance to the following requirement categories:

***Author’s Note*:** *Select only one of the following boxed clauses (remove the border) as appropriate, but note that in all cases, the "(or higher)" qualification should be removed where the highest prequalification category has been nominated.* ***Delete remaining non applicable boxes***.

This is a **roadworks only** contract.

Tenderers **must** be suitably prequalified for the roadworks prequalification category **«Road Prequalification»** (or higher).

OR

This **roadworks contract** includes **structures**.

The Tenderer **must** be suitably prequalified for the roadworks prequalification category **«Road Prequalification»** (or higher), and **must** either be prequalified for or engage a subcontractor who **must** be prequalified for the structures prequalification category **«Bridge Prequalification»** (or higher).

OR

This is a **structures only** contract.

Tenderers **must** be suitably prequalified for the structures prequalification category **«Bridge Prequalification»** (or higher).

OR

This **structures contract** includes **roadworks**.

The Tenderer **must** be suitably prequalified for the structures prequalification category **«Bridge Prequalification»** (or higher), and **must** either be prequalified for or engage a subcontractor who **must** be prequalified for the roadworks prequalification category **«Road Prequalification»** (or higher).

OR

This contract includes both **roadworks and structures**.

The Tenderer **must** be suitably prequalified for **at least one** of the following prequalification categories:

**«Road Prequalification»** (or higher), **«Bridge Prequalification»** (or higher).

In the case where a Tenderer is not prequalified for **both** categories, the Tenderer **must** engage a subcontractor who is prequalified for the prequalification category not held by the Tenderer.

Invitation to Tender documents will only be issued to Tenderers prequalified to the appropriate prequalification category(s) at the date of calling tenders. Invitation to Tender documents **will not** be issued by Main Roads Western Australia to Subcontractors.

If the Tender price exceeds a Tenderer’s financial limit for the relevant pre-qualification category, the Principal will consider the Tender.

Where the conditions of a Tenderer’s prequalification required the Tenderer’s parent company or another Covenantor to give an undertaking to provide a guarantee and indemnity, the Principal will require that parent company or other Covenantor to be a party to the contract and provide the covenants contained in SP 9.0.  If there has been any material change in that parent company’s or other Covenantor’s financial circumstances since the date of the last annual financial statements submitted to Main Roads, the Tenderer must include full details of that change with its Tender.

## SCT 6 SUBCONTRACTING

Tenderers must also include in **Tender Schedule B** details of key subcontractors and major suppliers to whom it is intended to subcontract any critical or substantial portion of the Works.

Where the value of the work to be subcontracted to any subcontractor exceeds $1.5M (GST inclusive) a financial due diligence check on the subcontractor must be conducted by the Tenderer and a signed statement certifying that the subcontractor has satisfied this check must be included with **Tender Schedule B**.

***Authors Note****: Please delete the content of this Special Condition of Tender if the value of the work to be subcontracted or the value of the contract will not exceed $1.5M, but leave the heading and insert “NOT USED”.* ***Delete this note prior to printing***.

## SCT 7 PRE TENDER MEETING

***Authors Note****: Attendance at a pre-Tender Site Inspection is not normally a Condition of Tendering. Refer to Tendering and Contract Administration Manual Section 7.4.5 for further information. Please give careful consideration to "Mandatory" meetings as non attendance will exclude tenders from being considered during tender assessment. If no briefing session, leave heading and insert* ***“Not Applicable”****.*

*However, if considered crucial to the understanding of the Works, attendance at a site inspection can be made a Condition of Tendering.*

*Minutes resulting from a Site Inspection if made available, must be distributed to all prospective Tenderers during the Tender Period (whether attending the Site Inspection or not). This should be done by Supply and Transport Branch, in conjunction with any Addendum being issued, or if no Addendum is issued, then as a separate issue.* ***Delete this note prior to printing.***

A <<mandatory / non-mandatory>> pre-tender meeting, including a site inspection, will be held on <<insert information below>>

Date:

Time:

Location:

The Tenderer is requested to confirm its attendance by no later than <<*time & date>>* by contacting <<contact person’s name and phone number>>.

[Only insert the following paragraph if the briefing is mandatory]

Failure to attend the mandatory tender briefing will result in the Tender being ineligible for further consideration.

*Authors Note: If applicable, include additional Tendering Conditions commencing with the next SCT number, \*\** ***Delete this note prior to printing***.

# MINOR WORKSTender SUBMISSION requirements

In accordance with Special Condition of Tender Clause 1, to enable a proper assessment to be made, it is essential that Tenderers submit all relevant information required in this section in an accurate and concise format.

**Poorly presented, inadequate or missing information may result in the tender being unsuccessful.** Tenderers must ensure that Tenders are able to be assessed on a stand-alone basis, and should not rely on information supplied to the Principal in previous Tenders.

Below is a checklist provided to assist Tenderers with the information required to be completed and submitted:

|  |  |
| --- | --- |
| **Information** | **Tick When Completed** |
| The Form of Tender has been completed  | ❒ Yes |
| All required Tender Schedules have been fully completed. | ❒ Yes |
| The Price Schedule has been fully completed and calculations checked | ❒ Yes |
| Addendum/Addenda (if any) have been acknowledged and returned | ❒ Yes |

# **FORM OF TENDER**

**FOR**

*Contract Number*: …………....................................................................................................

*Contract Description*: .............................................................................................

To: The Commissioner of Main Roads, Western Australia, Perth, as Principal

1. Having examined the Tender Documents and any related addenda issued by you for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the Tender Documents and addenda at the rates set out in the **<<Schedule of Rates in a Schedule of Rates Contract or Lump Sum Price in a Lump Sum Contract (as applicable)** **including any Daywork Rates and Prices>>** or such other rates as may be ascertained in accordance with the Minor Works General Conditions of Contract, Specification Preliminaries.

2. We undertake as a fundamental condition to comply with the Australian Code of Tendering AS4120 - 1994.

3. If our Tender is accepted the Tender, together with your written acceptance, will constitute a binding contract between us in accordance with their terms.

4. In consideration of the trouble and expense incurred by you in preparing the Invitation to Tender Documents and in examining and considering this Tender, we agree that it cannot be withdrawn by us before the expiration of **three calendar months** from the date for close of the Tender Period, and will remain binding upon us and may be accepted at any time before the expiration of that period.

5. We understand that you are not bound to accept the lowest tender or any tender you may receive.

Dated this ...................................... of ...........…................................ 20......

 Day of month of year of

……………………….. …………………………… ………..…….…….…………..

 Signature Print Name in the capacity of

is duly authorised to submit Tenders for and on behalf of:

 ................................................................................................................................

 (COMPANY NAME - BLOCK CAPITALS)

ABN ………………………………………. ACN ………………………………………

Business Address: .……………………………………………………………………...

Telephone: ..............................................................................................................

Facsimile: ................................................................................................................

Email address: ………..............................................................................................

Note: In accordance with the Western Australian Government's "Buy Local Policy" (including addenda), the Tenderer business address shown above will be deemed to be the Tenderer's bid address. If the Tenderer is an unincorporated joint venture, a single bid address must be provided to Main Roads for the purpose of applying the "Buy Local Policy". The Tenderer's bid address will be used to manage and deliver the contract outcomes and will be used by Main Roads to determine application of the local content criteria and any price preferences. The "Buy Local Policy" can be located at [www.ssc.wa.gov.au](http://www.ssc.wa.gov.au) ..

# **FORM OF TENDER**

**FOR**

*Contract Number*:....................................

*Contract Description*:.........................................................................................................................

**Incorporates parent company guarantee - refer Item 3 and to the PARENT COMPANY / COVENANTOR provision below.**

To: The Commissioner of Main Roads, Western Australia, Perth, as Principal

1. Having examined the Tender Documents and any related addenda issued by you for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the Tender Documents and addenda at the rates set out in the **<<Schedule of Rates in a Schedule of Rates Contract or Lump Sum Price in a Lump Sum Contract (as applicable)** **including any Daywork Rates and Prices>>** or such other rates as may be ascertained in accordance with the Minor Works General Conditions of Contract, Specification Preliminaries.

2. We undertake as a fundamental condition to comply with the Australian Code of Tendering AS4120 - 1994.

3. If our Tender is accepted, our parent company or other Covenantor has agreed to provide a guarantee and indemnity in accordance with Clause SP 9.0 – Deed of Guarantee, Undertaking and Substitution.

4. If our Tender is accepted the Tender, together with your written acceptance, will constitute a binding contract between us in accordance with their terms.

5. In consideration of the trouble and expense incurred by you in preparing the Tender Documents and in examining and considering this Tender, we agree that it cannot be withdrawn by us before the expiration of **three calendar months** from the date for close of the Tender Period, and will remain binding upon us and may be accepted at any time before the expiration of that period.

6. We understand that you are not bound to accept the lowest tender or any tender you may receive.

Dated this ................................................ of ......................…................................ 20......

 Day of month of year of

………………………………. ……………………………… ………..……..…….…….…………..

 Signature Print Name in the capacity of

is duly authorised to submit Tenders for and on behalf of:

 ..................................................................................................................................................

 (COMPANY NAME - BLOCK CAPITALS)

ABN ………………………………………. ACN ………………………………………………………

Address ……………………………………………………………………………………………….....

Telephone: ................................................................................................................................

Facsimile: ..................................................................................................................................

Email address: ………...............................................................................................................

Note: ANY CLAIM FOR A REGIONAL BUSINESS PREFERENCE AT SCHEDULE F (PART 1) WILL ONLY BE ACCEPTED WHERE THE TENDERER’S ADDRESS ABOVE IS LOCATED WITHIN THE “PRESCRIBED DISTANCE” STATED IN SCHEDULE F OR WHERE THE REGIONAL BUSINESS BID ADDRESS IS STATED ELSEWHERE IN THE TENDERER’S OFFER. THIS FORM OF TENDER DOES NOT REQUIRE A SIGNATURE.

**PARENT COMPANY OR COVENANTOR**

Dated this ........................................ of ...........…......................................... 20......

 Day of month of year of

………………………………. ……………………………… ………..……..…….…….………….. of

 Signature Print Name in the capacity of

…................................................…………….…. agrees to provide the covenants in Clause SP 9.0 (COMPANY NAME - BLOCK CAPITALS)

# PREAMBLES TO THE PRICE SCHEDULES OF RATES AND BILLS OF QUANTITIES

1.0 GENERAL PREAMBLES

* 1. These Schedules of Rates or Bills of Quantities, as the case may be, shall be read in conjunction with the Specifications, Drawings, Minor Works General Conditions of Contract, Specification Preliminaries, Conditions of Tendering and Special Conditions of Tendering.
	2. The items contained in these Schedules of Rates or Bills of Quantities have been measured in accordance with the Main Roads Standard Method of Measurement for Construction Works, unless expressly stated otherwise.
	3. Where there is discrepancy in an item description and or unit and or rate and or amount tendered in a Schedule of Rates/Bill of Quantities, the discrepancy shall be adjusted in accordance with Minor Works Conditions of Tendering CT 11.
	4. Unless stated otherwise the cost of complying with the Minor Works General Conditions of Contract, the Specification Preliminaries, Conditions of Tendering and Special Conditions of Tendering shall be covered by the rates and amounts inserted against the items in these Schedules of Rates or Bills of Quantities.
	5. Where a section or item shown in the Specification or Drawings does not appear in the Schedule of Rates/Bill of Quantities the costs thereto shall be deemed to be included in the rates and amounts for the appropriate or associated section or item described the Schedule of Rates/Bill of Quantities. Where any section or item is unpriced by the Tenderer all costs applicable to that section or item shall be deemed to be included in the rates and amounts generally elsewhere in the Schedule of Rates/Bill of Quantities.

2.0 GENERAL DIRECTIONS

2.1 In these Schedules of Rates or Bills of Quantities, the subheadings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is ascertained by reference to the Specifications, Drawings, Minor Works General Conditions of Contract and Specification Preliminaries. The rates and prices entered in these Schedules of Rates or Bills of Quantities shall be deemed to be the full inclusive value of the work described in the Specification and/or shown on the Drawings and covered by the respective items, in conjunction with the relevant items listed under the heading "Rates and Prices To Be Inclusive" in Document No.16/06/10/3 of the Main Roads Standard Method Of Measurement For Construction Works and including but not limited to the following, unless expressly stated otherwise:

1. Labour and costs associated therewith including all site allowances.
2. Plant and costs associated therewith including transport to and from site.
3. The supply, loading, transporting and delivery to site, unloading, handling and storage of materials and goods.
4. Taking delivery of materials and goods supplied by others, loading, transporting and delivery to site, unloading, handling, storage and returning any surplus.
5. Setting out, assembling, mixing, curing, lapping, cutting, fixing, erecting, lifting, hoisting, handling, laying, spreading, grading, measuring, watering, compacting, trimming, planting, installing and placing of materials and goods in position.
6. Use of hand held plant where required.
7. Waste, bulking, compaction and shrinkage of materials and materials placed outside the final design lines.
8. Removal and disposal off site of surplus or spoil materials and costs in connection therewith including tip fees.
9. Temporary works.
10. Provision of working space and upholding sides of excavations.
11. Notifying, making arrangements and liaising with all relevant statutory bodies, authorities and councils to obtain all licences and permits necessary for the execution of the Works, and costs in connection therewith.
12. Taking precautions and measures as far as is reasonable and practical to prevent interference with or damage to existing structures, services, utilities, roads, footpaths, paved areas, watercourses, drainage systems, public and private vehicular and pedestrian accesses, trees, graves, burial urns, including the provision of alternative access, if necessary.
13. The effect of phasing of the works or of alteration or additions to existing services and supplies to the extent that such work is set forth or reasonably implied in the Contract.
14. Keeping the Works where necessary, and as near as may be practical, free from water and protected from damage due to water and from weather conditions which may adversely affect the Works including dewatering of excavations, allowing for seasonal variations of ground water, disposal of ground water in an approved manner and taking measures to prevent flotation of new or existing structures.
15. Submitting to the Superintendent all drawings, details of procedures and methods of construction to be used, calculations, technical literature, test certificates and any other documents or information required to be submitted in accordance with the Specifications.
16. All costs for quality assurance systems including carrying out all tests and providing certificates of conformity.
17. Making good after sampling and testing.
18. Attendance and transport for sampling and testing carried out by the Superintendent, and supplying results of tests carried out by the Contractor.
19. Complying with the occupational safety and health requirements including the provision of safety plans and safety audits.
20. Complying with environmental protection provisions.
21. Dust control.
22. Establishment, mobilisation and demobilisation costs.
23. Overhead costs and profit.
24. General obligations, liabilities and risks involved in the execution of the works set forth or reasonably implied in the Contract.
25. Rise and fall in costs, unless expressly stated otherwise.

3.0 MEASUREMENT

3.1 Measurements for calculations have been measured net from the dimensions shown on the Drawings and no allowance has been made for laps, cutting, waste, bulking, compaction or shrinkage, unless expressly stated otherwise.

3.2 The quantity given against items in these Schedules of Rates or Bills of Quantities has been rounded up to the nearest whole number except the following:

* + - 1. The quantity of items measured in hectares has been rounded up to the nearest single place of decimals and
			2. The quantity of items measured in tonnes has been rounded up to the nearest two places of decimals.

3.3 The following abbreviations have been used for units of measurement:

|  |  |  |  |
| --- | --- | --- | --- |
| Unit | Abbreviation | Unit | Abbreviation |
| Millimetre | mm | Item | Item |
| Metre | m | Millilitre | ml |
| Square Metre | m2 | Litre | L |
| Hectare | ha | Hour | Hr |
| Cubic Metre | m3 | Day | Day |
| Kilogram | kg | Man Day | M/day |
| Tonne | t | Week | Wk |
| Number of | No. | Provisional Sum | P.S. |

3.4 Schedules of Rates shall be re-measured. Re-measurement of quantities shall be re-measured from the dimensions shown on the Drawings, unless directed otherwise by the Superintendent. Bills of Quantities shall not be re-measured.

4.0 PROVISIONAL SUMS

4.1 All work included as Provisional Sums in these Schedules of Rates or Bills of Quantities shall be completed within the contract period, unless expressly stated otherwise.

*Author’s Note: Select the Price Schedule applicable to this contract from either “Example – Schedule of Rates and / or Bill of Quantities” located at:* <https://www.mainroads.wa.gov.au/technical-commercial/tender-preparation/>

*or from one of the following Schedules and delete the remainder. Where DAYWORK items for labour, materials, plant and/or subcontractors are applicable use the format contained in the above link. Delete this note prior to printing.*

# PREAMBLES TO THE PRICE SCHEDULE OF RATES FOR DAYWORK

*Author’s Note: Select the relevant DAYWORK item for labour, materials, plant and / or subcontractors applicable to this contract from the following and delete the remainder. If DAYWORK is not applicable, leave the above heading and delete the contents below. Delete this note prior to printing.*

**DAYWORK**

**General**

No work may be claimed as Daywork by the Contractor unless the Superintendent has issued prior written instruction.

**Labour**

The cost of the Contractor’s labour shall be charged at the actual hours worked at the direction of the Superintendent at the basic award rates of pay for the particular labour classification carrying out the work together with all allowances as included in the appropriate awards. The Contractor shall provide wage sheets or other evidence of payments made to each person employed on Daywork.

On-costs for labour shall include for all establishment charges, overheads, profit, executive supervision, staff employed on supervision work only, workers compensation insurance, normal contract works third party insurance and employer liability insurances, payroll tax, public and annual leave with pay including leave loading, sick pay, superannuation, portable long service leave, all allowances in the industrial awards, accommodation, meals, transport, all protective clothing, safety equipment, use and maintenance of small handtools and appliances, non-mechanical plant and equipment not provided under “Plant” such as ladders, trestles, stages, bankers, scaffolding, temporary track wagons, skips and similar items unless they are used exclusively for Daywork and for all other costs incurred in the employment of labour on Daywork.

Labour hire agency personnel shall not be included in the "Labour" category, but shall be included in the "subcontractors" category.

**Materials**

The cost of materials used by the Contractor shall be charged at the net price paid by the Contractor for the materials delivered to site as substantiated by suppliers' invoices. Payment shall only be made for the quantity required for the Daywork including any surplus material accepted by the Superintendent.

On-costs for materials shall include for the cost of purchasing materials, taking delivery, unloading, unpacking, protecting, storing as required and all establishment charges, overheads, profit, insurances, executive supervision, staff employed on supervision work only and for all other costs incurred in the use of materials on Daywork.

**Plant**

Payment for working plant shall be for actual hours only. Standing time for plant on site and used on Daywork shall not be allowed (except as stated below).

The rates and prices of plant shall be based on the net cost including operators, attendants, accommodation, meals, transport and the like, fuel, consumables, insurances, depreciation, maintenance, wear and tear, spare parts, all costs of repair, all lifting chains, chutes, hoppers, tackle, equipment, fittings, transport of plant to and from site (except as stated below) and the like required for the efficient operation of the plant. Agreed rates and prices of plant shall be charged at the actual hours worked at the direction of the Superintendent. The Contractor shall provide hire dockets or other evidence of payment of plant hire charges for work carried out on Daywork.

On-costs for plant shall include for all costs connected with the use of plant including all establishment charges, overheads, profit, insurances, executive supervision, staff employed on supervision work only and for all other costs incurred in the use of plant on Daywork.

In the event of plant brought to site on the written instructions of the Superintendent and used only for Daywork, the cost of transporting to and from site shall be paid to the Contractor as the actual cost exclusive of overheads and profit. In the event that this plant remains on site and is used on work other than Daywork by the Contractor, then only a proportion of the transport costs shall be paid for Daywork. Payment for standing time will be allowed for plant brought to site on the written instructions of the Superintendent and used only for Daywork.

**Subcontractors**

The cost of subcontractors and labour hire agency personnel shall be based on the actual costs of labour, materials or plant charged at the actual hours worked at the direction of the Superintendent together with accepted overheads and profit of the Subcontractor or labour hire agency. The Contractor shall provide wage sheets, invoices or other evidence to the satisfaction of the Superintendent of payment for work carried out on Daywork by Subcontractors and labour hire agency personnel.

On-costs for subcontractors and labour hire agency personnel shall include for all establishment costs, mobilisation and demobilisation costs, overhead costs, profit, insurances, executive supervision, staff employed on supervision work only, accommodation, meals, transport and for all other costs incurred in the employment of subcontractors and labour hire agency personnel on Daywork.

# PRICE SCHEDULE (SCHEDULE OF RATES)

The quantities in this Schedule of Rates are the estimated quantities of the Works and are not to be taken as the actual or correct quantities. The Contractor shall be paid for the measured quantity of each section or item of work described below and executed under the contract at the rates and amounts entered applicable thereto.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  | **$** | **¢** |
| **{item\_no}** | **{item\_desc}** | **{item\_units}** | **{item\_qty}** |  |  |  |
|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |
| **GST Exclusive Total $** |  |  |
| **GST Amount $** |  |  |
| **Total Amount of Tender** **$** |  |  |

# PRICE SCHEDULE (LUMP SUM BILL OF QUANTITIES)

All items in this Bill of Quantities shall be priced and extended by the Tenderer and the lump sum accepted by the Principal shall equal the TOTAL AMOUNT GST INCLUSIVE. Any errors in the rates or prices entered in this Schedule shall be corrected by agreement between the Tenderer and the Principal. Where no agreement can be reached, any errors shall be corrected as determined by the Principal so that the total amount of tender for all items in this Schedule continues to equal the lump sum accepted by the Principal.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  | **$** | **¢** |
| **{item\_no}** | **{item\_desc}** | **{item\_units}** | **{item\_qty}** |  |  |  |
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|  |  |  |  |  |  |  |
| **GST Exclusive Total $** |  |  |
| **GST Amount $** |  |  |
| **Total Amount of Tender** **$** |  |  |

# TENDER SCHEDULE A - PREVIOUS PERFORMANCE ON SIMILAR WORK

**INFORMATION TO BE SUPPLIED BY TENDERER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PROJECTDESCRIPTION** | **ORIGINAL AND FINAL CONTRACTVALUE$** | **ORIGINAL AND FINAL CONTRACT PERIOD (Weeks)** | **CLIENT** | **CLIENT CONTACT** |
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*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers. If there is insufficient space in this schedule, Tenderers may present this information in their preferred format or attach additional information to support this schedule.*

# TENDER SCHEDULE B - PROJECT RESOURCE PLAN

**INFORMATION TO BE SUPPLIED BY TENDERER**

|  |
| --- |
| **PROJECT MANAGEMENT PERSONNEL** (Provide names, positions, qualifications and experience of key supervisory staff). |
| Tenderers Response: |
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|  |
| **KEY PLANT AND EQUIPMENT** (Provide details on the brand, type, model and capacity of the key plant and equipment).  |
| Tenderers Response: |
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|  |
|  |
| **KEY SUBCONTRACTORS AND SUPPLIERS**: (Provide details only for critical or substantial portions of the Works). |
| Tenderers Response: |
| ***Author’s note****: Please delete the section below, including this note, if the value any subcontracts or the value of the contract is not expected to be more than $1.5M.* ***Delete this note prior to printing.*****FINANCIAL DUE DILIGENCE CHECK OF SUBCONTRACTORS**:The Tenderer must provide details of subcontractor(s) to whom it is intended to subcontract any portion of the works exceeding $1.5M (GST inclusive). The subcontractor’s name, address, a description of the works to be subcontracted and the estimated value of the subcontracting is to be provided.A financial due diligence check on each of these subcontractors must be conducted by the Tenderer and this Schedule signed to certify the subcontractor(s) have satisfied this check.Where it is not intended to subcontract any portion of the works exceeding $1.5M (GST inclusive) enter “No subcontracting exceeding $1.5M” into this Schedule and sign the declaration below.*I/We certify that a financial due diligence check has been carried out on the above subcontractor(s), and the subcontractor(s) has the financial capacity to complete the proposed subcontracted works.**…………………………………………. …………………………….. ………………………..* *Signature of Tenderer Name of Tenderer Date* |

*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers. If there is insufficient space in this schedule, Tenderers may present this information in their preferred format or attach additional information to support this schedule.*

# TENDER SCHEDULE C - OTHER PROJECT COMMITMENTS

**INFORMATION TO BE SUPPLIED BY TENDERER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PROJECTDESCRIPTION** | **CLIENT** | **CONTRACTVALUE$** | **COMMENCEMENTDATE** | **ANTICIPATED COMPLETION DATE** |
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*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers. If there is insufficient space in this schedule, Tenderers may present this information in their preferred format or attach additional information to support this schedule.*

# TENDER SCHEDULE D - METHODOLOGY AND CONSTRUCTION PROGRAM

**INFORMATION TO BE SUPPLIED BY TENDERER**

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| --- |
| **TENDERER’S OUTLINE METHODOLOGY** (Provide details on the proposed methodology for carrying out the work required under the Contract). |
| Tenderers Response: |
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| **TENDERER’S CONSTRUCTION PROGRAM** (Provide details on the proposed construction program for carrying out the work required under the Contract). |
| Tenderers Response: |
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*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers. If there is insufficient space in this schedule, Tenderers may present this information in their preferred format or attach additional information to support this schedule.*

# TENDER SCHEDULE E - OTHER REQUIRED INFORMATION

**INFORMATION TO BE SUPPLIED BY TENDERER**

|  |
| --- |
| **Authors Note:** Insert here any tender specific requirements in a similar structure to that shown in Tender Schedule D above or insert “Not Used” if this is not required.  |
| Tenderers Response: |
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| **Authors Note:** Insert here any tender specific requirements in a similar structure to that shown in Tender Schedule D above or insert “Not Used” if this is not required. |
| Tenderers Response: |
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*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers. If there is insufficient space in this schedule, Tenderers may present this information in their preferred format or attach additional information to support this schedule.*

*Author’s Note:*

*Add further rows to the above table as required.*

*This schedule is used where tender or contract specific information is required to be addressed by Tenderers For Example. Proposed product to satisfy a specification requirement*

*It should also be used where the Conditions of Tender require some evidence to be provided by Tenderers in order to satisfy that Condition of Tender. The required evidence must be listed in this schedule under ‘Description’.*

*Examples of other information that may be required to be submitted with the Tender must be listed in Schedule E:*

* *Evidence of Quality Management System Certification– required in SCT 2, Option 2 or Option 3. (Tenderers are to provide evidence their management system is certified as complying with the requirements of AS/NZS ISO 9001:2008*
* *Quality management systems – Requirements.)*

*Delete this note prior to printing.*

# TENDER SCHEDULE F, PART 1 - BUY LOCAL QUESTIONNAIRE

**INFORMATION TO BE SUPPLIED BY TENDERER**

***Authors Note****: This Questionnaire is not required for contracts within zone 1 (typically the Metropolitan area). If the questionnaire is not used, replace the Schedule text with “NOT APPLICABLE”.*

***Delete this not****e* ***prior to printing.***

The Western Australian Government provides price preferences to Western Australian businesses when they are in competition with other Western Australian businesses for government contracts where the purchase or contract point of delivery is in regional Western Australia.

Price preferences are not applied when compliant bids received from businesses located in Western Australia are being directly compared, in the final bid analysis, with compliant bids received from businesses located in other States or Territories of Australia or in New Zealand under the ANZGPA; or countries that the Western Australian Government has entered into free trade agreements with (when the purchase is a “covered procurement”). Further information on these agreements can be found at: <https://www.wa.gov.au/government/publications/free-trade-agreement-guidelines> Tenderers should refer to the Conditions of Tendering Clause 8 for further details.

The Principal reserves the right during the evaluation of the Tenders to request from the Tenderer evidence to the satisfaction of the Principal to verify the validity of the Tenderer’s claim for any financial preference. When a Tenderer is unable to provide evidence to the satisfaction of the Principal that verifies the validity of the Tenderer’s claim for a preference than the Tenderer’s claim for that preference may be considered invalid and the preference may not be applied to the Tender.

If Alternate Tenders are submitted, a separate questionnaire must be submitted for each Alternate Tender containing different regional management or content.

**For the purpose of applying Buy Local Preferences:**

*Authors Note: Principal to insert the contract delivery point and the prescribed distance (e.g. 200km for contracts in Wheatbelt, South West and Great Southern Regions or 400km for contracts in Kimberley, Pilbara, Mid West-Gascoyne and Goldfields Esperance Regions. Delete this note prior to printing*

* **The contract delivery point for this contract is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **The prescribed distance for this contract is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Km**

**REGIONAL BUSINESS PREFERENCE**

Eligible regional businesses located within the prescribed distance from the purchase or contract point of delivery that bid, manage/deliver the majority of the contract outcomes from their regional business location are eligible to claim the regional business preference.

Government agencies, when comparing bids received from regional businesses located within the prescribed distance, with bids received from Western Australian businesses located outside the prescribed distance, including the metropolitan region, will reduce the price of the bids from the regional businesses located within the prescribed distance, for evaluation purposes only, by 5% of the total bid cost calculated to a maximum of $250,000. The preference is calculated by the Principal.

An eligible regional business is one that can answer “YES” to questions 1 to 6 below.

To receive the regional business preference and to ensure the preference is applied correctly where appropriate, regional businesses must complete the following questionnaire.

**Regional business preference to be completed by Tenderers managing/delivering contract outcomes from offices located within the prescribed distance**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **YES** |  | **NO** |
| 1. Is your business registered or licensed to carry out business in Western Australia? (If answering no to this question there is no need to complete the rest of the questionnaire)
 |  |  |  |
|  |  |  |  |
| 1. Does your business maintain a permanent operational office within the prescribed distance?
 |  |  |  |
|  |  |  |  |
| 1. Has your business maintained and conducted business from this office for the past 6 months or more prior to the date this tender/quotation was called?
 |  |  |  |
|  |  |  |  |
| 1. Will your business manage/deliver the majority of the contract outcomes from a business location meeting the three questions above?
 |  |  |  |
|  |  |  |  |
| 1. The regional business preference is only available to eligible regional businesses that bid from their regional business location. Have you bid from your business location meeting the questions above?
 |  |  |  |

**REGIONAL CONTENT PREFERENCE**

In accordance with the Buy Local Policy a regional content preference is available to all Western Australian businesses, including businesses located in the metropolitan region and businesses located inside or outside the prescribed distance that use goods, materials or services in regional contracts that are purchased from businesses located within the prescribed distance. The preference applies to the cost of goods, materials or services purchased and used in the delivery of the contract outcomes.

Estimated costs associated with wear and tear on plant and equipment, principal supplied materials, goods and services supplied by government utilities (excluding local government) and all costs associated with travel, accommodation and meals for workers are not eligible for the regional content preference. This includes, travel, accommodation and meal costs associated with sending people from outside a prescribed distance to work on a regional contract and all ongoing travel, accommodation and meal costs associated with the delivery of the contract outcome.

In comparing compliant bids received from Western Australian businesses, including the metropolitan region, with compliant bids received from Western Australian businesses located inside the prescribed distance the cost of the declared regional content will be reduced, for evaluation purposes only, by 5% calculated to a maximum of $250,000. The preference is calculated by the Principal

.

Tenderers claiming a regional content preference must complete **questions 6 to 8** to be eligible for this preference.

**Regional content preference to be completed by all Tenderers**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **YES** |  | **NO** |
| 1. Does your business intend purchasing goods and services for use in this contract from regional businesses located within the prescribed distance from the contract delivery point (excluding the Metroplitan Region)?
 |  |  |  |
|  |  |  |  |
| 1. If you have claimed an item below for FUEL and you are located outside the prescribed distance from the contract delivery point, does the amount claimed **exclude** the cost of fuel used for mobilising and/or demobilising? (Please note, the regional content preference does not apply to the cost of fuel associated with mobilisation/demobilisation.
 |  |  |  |
|  |  |

1. List below the goods and services, **including proposed subcontracting arrangements**, your business intends purchasing for use on this contract from regional businesses which are located within the prescribed distance from the contract delivery point (excluding the Metropolitan Region). Include the value of the goods and services (attach additional list if required

**Note:**

1. **Claims will only be considered for items which include a description of the goods/services and the subcontractor/supplier’s name and address. It is not sufficient to use words such as “various” or “to be advised”.**
2. Each type of good/service is to be itemised separately below.
3. Failure to complete any of the information described in the column headings below may render your claim for regional content preference ineligible.

| **Description of Goods/ Services** | **Subcontractor/ Supplier’s Name** | **Subcontractor/ Supplier’s Address** | **Value (GST excl.)** |
| --- | --- | --- | --- |
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| **Total Cost of Regional Content $** |  |

# TENDER SCHEDULE F, PART 2 – IMPORTED CONTENT QUESTIONNAIRE

**INFORMATION TO BE SUPPLIED BY TENDERER**

The Western Australian Government’s *Buy Local Policy* provides for government agencies, when comparing bids, to apply a 20% price impost to the portion of a bid that comprises good, service or items that have been sourced from overseas, excluding New Zealand (under the ANZGPA), and countries that the Australian Government has entered into free trade agreements with (when the purchase is a “covered procurement”). Further information on these agreements can be found at:

<https://www.wa.gov.au/government/publications/free-trade-agreement-guidelines>

The cost of the good, service or items that have been sourced from overseas is referred to as imported content.

The “imported content” is calculated in dollar terms and is the estimated duty paid cost of the portion of the bid sourced from overseas.

The estimated duty paid cost must include the cost of any services related to importing the good, service or items (eg overseas freight and insurance, software in computer tenders, consultancy or engineering effort), or any charges of overseas origin together with customs clearing charges.

The imported content impost is not applied in the case of services purchased separately or in isolation.

All tenderers are required to complete the imported content questionnaire. Tenderers that believe there is no imported content in their bid must enter “Nil” on the questionnaire.

If Alternate Tenders are submitted, a separate questionnaire must be submitted for each Alternate Tender containing different imported content.

|  |  |  |
| --- | --- | --- |
| **1.** |  | List details of any goods, services or items included in your bid that have been sourced from another country (Attach additional list if required). Where there is no imported content, Tenderers are required to state “NIL”. |
|  |  |  |  |  |  |  |  |
| **Price Schedule Item No.** | **Description of Goods/Services/Items** |  | **Country of origin** |  | **Value****(GST Excl.)** |
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|  |  |  | Total Cost of Imported Content | $ |  |

# TENDER SCHEDULE F, PART 3 – wa industry participation plan

*NOTE:*

*The CORE template is for Regional works contracts between $500,000 and $5,000,000, and Metropolitan works contracts between $3,000,000 and $10,000,000*

*For Regional works contracts greater than $5,000,000 and Metropolitan works contracts greater than $10,000,000 use the FULL template.*

*Delete the content of this schedule and replace with NOT USED if the above thresholds are not met and WAIPS does not apply.*

*Delete this comment before printing.*

The Tenderer must download, complete and insert, in this Schedule, the Core/ Full Participation Plan Template available from <https://industrylink.wa.gov.au/participation-plans/participation-plans>

#

# SCHEDULE G – aboriginal participation

The Tenderer must provide information on the Tenderers proposed approach to sourcing, training, retaining and supporting Aboriginal businesses (Please consider exploring the Aboriginal Business Directory WA (available at [www.abdwa.com.au](https://aus01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.abdwa.com.au&data=02%7C01%7Choward.harris%40mainroads.wa.gov.au%7Cb03e115ee5d24dc7dc2808d77244cf4b%7Cced71ed676dd43d09acccf122b3bc423%7C0%7C0%7C637103512734960945&sdata=PM3KIOblsvrEkvqeQI6s5xruxOV8Qu791aKQL9%2F1Pc0%3D&reserved=0)) and/or Supply Nation (available at [www.supplynation.org.au](https://aus01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.supplynation.org.au&data=02%7C01%7Choward.harris%40mainroads.wa.gov.au%7Cb03e115ee5d24dc7dc2808d77244cf4b%7Cced71ed676dd43d09acccf122b3bc423%7C0%7C0%7C637103512734960945&sdata=yTCJhh3oVGovhvp9OgfbKcLtz%2Bq7Uo8Fy7miUCHcTpc%3D&reserved=0)) for Local Aboriginal Businesses that have the capability to complete the required sub-contracted works) and employees for use on this Contract. Details of previous experience in working with Aboriginal employees or Contractors, percentage of employees who identify themselves as Aboriginal or other relevant information regarding Aboriginal employment or participation will be considered in the assessment of tenders.

|  |
| --- |
| Details of Aboriginal ParticipationMay include evidence of:* Sub-Contractor engagement
* Number and details of Aboriginal Trainee Opportunities
* Pre-Employment Training and Support
* Employment
* Roles and Responsibilities
* On the job training and Support
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NOTE: This sheet is for indicating the information required. Tenderers may present the information in their preferred format. The information submitted by the Tenderer and approved by Main Roads will be included in the Contract.

# TENDER SCHEDULE H – DISLOSURE OF cRiminal CONVICTIONS

**INFORMATION TO BE SUPPLIED BY TENDERER**

Enter details in the table below of each director, owner and key management personnel who:

1. has a criminal conviction; or
2. is currently the subject of any charge pending before a court.

Where no criminal convictions are being declared write “**Nil Return**” in the table below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Full Name of Director, Owner, Key Management Person | Position Held in Company | Description/Type of Criminal Conviction/s or Charge Pending | Date of Conviction | Penalty |
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*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers.*

# TENDER SCHEDULE I – declaration of compliance with the CODE for the TENDERING AND PERFORMANCE OF BUILDING WORK 2016 (Building Code)

***Authors Note:***

*The Building Code applies where the building work under a contract is indirectly funded (through grant and other programmes) by the Australian Government and where the Commonwealth contribution is:*

* *At least $5M and represents at least 50% of the total construction value; or*
* *$10M or more irrespective of the proportion of Commonwealth funding.*

*Contact Budget & Programming Branch to determine if this contract satisfies the above criteria.*

*In all Tenders where the Building Code applies, the Australian Building and Construction Commission (ABCC) will also determine if a Workplace Relations Management Plan (WRMP) is required. If a WRMP is required, include item 8(d) below, as well as Tender Schedule L. otherwise, delete 8(d) and replace Tender Schedule L with “****NOT******USED****”.*

*If the Building Code provisions do not apply, delete this Schedule and Tender Schedule L and replace both with ‘****NOT******USED’****.*

***Delete this note prior to printing****.*

1. In this Declaration of Compliance:

|  |  |
| --- | --- |
| ABCC | means the body referred to in subsection 29(2) of the Act. |
| ABC Commissioner | means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act. |
| Act | means the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth). |
| Building Code | means the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125>  |
| Building Contractor | has the same meaning as in the Act. |
| Building Industry Participant | has the same meaning as in the Act. |
| Building Work | has the same meaning as in subsection 3(4) of the Building Code. |
| Commonwealth Funded Building Work | means Building Work in items 1-8 of Schedule 1 of the Building Code, other than Building Work to which item 10 of that Schedule applies. |
| Enterprise Agreement | has the same meaning as in the *Fair Work Act 2009*. |
| Exclusion Sanction | has the same meaning as in subsection 3(3) of the Building Code.  |
| Related Entity | has the same meaning as in subsection 3(2) of the Building Code. |
| Name of project to which the Works relate: |  |
| Name of Tenderer, ABN and ACN: |  |

1. The Tenderer confirms that it has complied with the Building Code in preparing its tender.
2. The Tenderer acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Tenderer, in relation to the Works.
3. The Tenderer undertakes to ensure that it and its subcontractors that it subcontracts any of the Works to, should it be the successful Tenderer, comply with the Building Code.
4. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
5. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it will:
6. not enter into a subcontract with a subcontractor who:
7. is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
8. is subject to an Exclusion Sanction;
9. has had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order; or
10. unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a state or territory government; and
11. only enter into a subcontract where:
12. the subcontractor undertakes to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
13. the subcontractor undertakes to comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works;
14. the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
15. the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code.
16. The Tenderer declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.
17. The Tenderer declares that:
18. it is not subject to an Exclusion Sanction;
19. it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order;
20. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should it be the successful Tenderer; and
21. it has provided as part of its tender a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code (refer to **Tender Schedule L**) [delete paragraph (d) if a WRMP is not required – refer to CT 6]

|  |
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|  |
| *Signature of Tenderer* |
|  |
| *Name* |
|  |
| *Title* |

**ATTACHMENT A – INFORMATION REGARDING COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK 2016**

Tenderers must provide the following information as part of their Declaration of Compliance. This information can either be set out in this table or in an annexure to Tender Schedule I.

| **Item** | **Requirement** | **Compliance**  |
| --- | --- | --- |
| 1 | Is the Tenderer excluded from performing Building Work funded by a state or territory government? If so, the Commonwealth reserves the right to exclude the Tenderer from further consideration.  | Yes / No |
| Details: |
| 2 | Does the Tenderer positively commit to the provision of appropriate training and skills development for their workforce, and, if so, what evidence can the Tenderer supply in relation to this (for example, evidence of its compliance with any state or territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)? | Yes / No |
| Details: |
| 3 | How many current apprentice and trainee employees are engaged or intended to be engaged by the Tenderer to undertake the Works? | Details: |
| 4 | How many and what classes of persons that hold visas under the *Migration Act 1958* are engaged or intended to be engaged by the Tenderer to undertake the Works? | Details: |
| 5 | Has the Tenderer within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act 1958*? | Yes / No |
| Details: |
| 6 | Has the Tenderer or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant? | Yes / No |
| Details: |
| 7 | Has the Tenderer or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant? | Yes / No |
| Details: |
| 8 | To what extent does the Tenderer intend to use domestically sourced and manufactured building materials to undertake the Works? | Details: |
| 9 | What is the Tenderer’s assessment of the whole-of-life costs of the project to which the Works relate? | Details: |
| 10 | What does the Tenderer consider the impact on jobs will be of the project to which the Works relate? | Details: |
| 11 | Does the Tenderer consider that the project to which the Works relate will contribute to skills growth? | Details: |

# TENDER SCHEDULE J – WORK HEALTH AND SAFETY ACCREDITATION SCHEME

***Author’s Note:*** *The Work Health and Safety Accreditation Scheme only applies if:*

*1. the value of the Australian Government funding contribution is:*

 *- at least $6M and represents at least 50% of the total construction project value; or*

 *- $10M or more irrespective of the proportion of Australian Government funding; and*

 *- the head Contract for Building Work is greater than $4M.*

*Contact Budget & Programming Branch to determine if this contract satisfies the above criteria and is subject to the Scheme. For contracts that are not subject to the Scheme, replace the text of this schedule with “NOT APPLICABLE”.* ***Delete this not****e* ***prior to printing.***

**INFORMATION TO BE SUPPLIED BY TENDERER**

Enter details of accreditation status, including the expiry date of accreditation under the Australian Government Building and Construction WHS Accreditation Scheme.

|  |  |  |
| --- | --- | --- |
| Company Name | Accreditation Status | Expiry Date |
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**Requirement for Joint Ventures that include an Unaccredited Builder**

If the Tenderer must comply with the requirements as set out in *Section 26(g)* of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* (Cth), please confirm date of Determination by the Office of the Federal Safety Commissioner.

|  |  |  |
| --- | --- | --- |
| Method of Determination (ie. Letter, Email) | Date of Determination  | Response from OFSC |
|  |  |  |

*NOTE: This schedule identifies the information that* ***must*** *be provided by Tenderers.*

# Tender Schedule K – NOT REQUIRED

# ****Tender Schedule L – Workplace relations MAnagement Plan****

***Authors Note:***

*In all Tenders where the Building Code applies, the Australian Building and Construction Commission (ABCC) will also determine if a Workplace Relations Management Plan (WRMP) is required. If a WRMP is required, include item CT 6 - 6.6(c), item 8(d) in Tender Schedule I and Tender Schedule L in it’s entirety. Otherwise delete CT6 - 6.6(c), Tender Schedule I – 8(d) and replace Tender Schedule L with “****NOT******USED****”.*

*If the Building Code provisions do not apply, replace ‘****CT6’****, ‘****Tender Schedule I’*** *and ‘****Tender Schedule L’*** *with ‘****NOT******USED’****.*

***Delete this note prior to printing***

A Workplace Relations Management Plan (WRMP) is required under Section 25 of the *Code for Tendering and Performance of Building Work 2016* (Building Code) and must be submitted with the Tenderer’s response to this Invitation to Tender.

The ABCC has developed a guide, which includes a model WRMP, to assist Tenderers in meeting their obligations under the Building Code. Tenderers are requested to follow the structure and format of the model when developing their WRMPs.

<https://www.abcc.gov.au/building-code/workplace-relations-management-plans>

**Tenderers to note:**

WRMPs cannot be submitted by a Tenderer directly to the ABCC. Any WRMP submitted directly will not be assessed.

# End of Document