

minor works CONTRACT

[INSERT REGION] REGION

CONTRACT NO. [XXX/XX]

[CONTRACT DESCRIPTION]

TENDER SUBMISSION DOCUMENT

* ANNEXURE A TO THE MINOR WORKS GENERAL CONDITIONS OF CONTRACT
* ANNEXURE B WORK ORDER
* SPECIAL CONDITIONS OF CONTRACT
* WORK SPECIFICATION
* CONDITIONS OF TENDERING
* TENDER SCHEDULES
* ANNEXURE C FORM OF GUARANTEE

**Closing at 2:30pm (WST) on:** [insert tender closing day and date]

**Enquiries:**

**[insert Contact person's name]**

**[insert Contact person's title]**

**Main Roads Western Australia**

**[insert region] Region**

**[insert address]**

**Phone: (08) 9323 [XXXX]**

**Email: [insert email]@mainroads.wa.gov.au**

**TEMPLATE INSTRUCTIONS – FOR REFERENCE ONLY – DELETE THIS PAGE AND ALL GUIDANCE NOTES FROM FINAL DOCUMENT**

<https://www.mainroads.wa.gov.au/technical-commercial/tender-preparation/>

The Minor Works General Conditions of Contract (**GCC**) have been drafted to cater for contracts awarded as a single parcel of work, as well as a work order-based contract for multiple parcels of work issued during the contract (e.g. period/panel contract).

The optional clauses are contained at the end of the GCCs and are General Conditions that:

* specifically relate to work order-based contracts:
	+ GCC 33 Period Contract
	+ GCC 34 Panel Contract
	+ GCC 35 Work Orders
	+ GCC 36 Contract Amendments
	+ GCC 37 Hourly Rate Based Arrangements
* apply only if conditions relating to funding sources and monetary thresholds are met:
	+ GCC 39 Western Australian Industry Participation Strategy
	+ GCC 40 Priority Start Policy
	+ GCC 41 Work Health and Safety Accreditation Scheme
* apply only in specific circumstances:
	+ GCC 38 Adjustment for Rise and Fall in Costs

Annexure A will state whether the clauses above apply.

**Annexure B Work Order** applies for work order-based contracts for multiple parcels of work issued during the contract. If work orders do not apply, delete the contents of the Annexure and replace the heading with “NOT USED”.

**Special Conditions of Tendering** apply for a work order-based contract for multiple parcels of work issued during the contract. If work orders do not apply, delete the contents and replace heading with “NOT USED”.

**INSTRUCTIONS FOR USE**

* Text in blue highlight – author’s notes and instructions
* Text in blue – optional text or information required to be selected by the author (ignore hyperlinks)
* Text in a form field [insert example] are placeholders for contract-specific information – select the form field and overtype to replace with content

To finalise the document ensure that:

1. all notes and optional paragraphs that are not used are deleted;
2. for clauses that are not applicable, retain the clause number and heading and replace the content with “NOT USED”;
3. all text entered/modified has been changed to black (if necessary);
4. Section 3 Footer is updated with contract number and description; and
5. the table of contents is updated by selecting the whole table and pressing F9.

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

REVISION REGISTER

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

| **Location, Amendment or Addition** | **Date** |
| --- | --- |
| Minor Works General Conditions of Contract complete revision issued | 9 October 2025 |
| Minor Works Tender Submission Document complete revision issued | 9 October 2025 |
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ANNEXURE C TO THE MINOR WORKS GENERAL CONDITIONS OF CONTRACT – FORM OF GUARANTEE 1

ANNEXURE A TO THE MINOR WORKS GENERAL CONDITIONS OF CONTRACT

This Annexure forms part of the Contract.

|  |  |
| --- | --- |
| Contractor’s Risk and Public Liability Insurance(GCC 5.1(a))NOTE: Main Roads’ Principal Controlled Insurance (PCI) only covers “contracts for work involving the construction, maintenance, associated construction, commissioning, testing, refurbishment and/or repair of roads and 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 (i.e. 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 / Does not apply |
| Contractor’s Risk Policy (GCC 5.1(b))NOTE: For contracts NOT covered by Principal Controlled Insurance above, otherwise “Does not apply”. The amount should be the Contract Sum or insert an amount if no Contract Sum at award.  | Applies / Does not applyContract Sum / $ [insert amount] |
| Contractor’s Public Liability Policy(GCC 5.1(b))NOTE: For contracts NOT covered by Principal Controlled Insurance above, otherwise "Does not apply". | Applies / Does not apply$ [insert amount] |
| Frequency for Updating Construction Program(GCC 8(b))NOTE: Insert the frequency in weeks that the construction program(s) must be updated, or state “Refer to each Work Order” for work orders that will have individual frequencies. If work orders apply, and frequencies are typically the same, state the frequency here (but the frequency stated in a work order takes precedence if stated in any work order). | [insert number] weeks / Refer to each Work Order |
| Preconditions to Commencement of Works on Site(GCC 9.3)NOTE: Insert the Contractor plans that require Superintendent approval prior to commencement of works on site. Usual plans are listed. | Health and Safety Management PlanConstruction (or Maintenance) Environmental Management PlanQuality Management PlanTraffic Management Plan for the WorksConstruction Program for the Works |
| Period for commencement(GCC 9.4)NOTE: Insert the time allowed to prepare plans, arrange materials, etc., and start the works. Generally, the time for commencement should not be shorter than 4 weeks, given the requirement for management plans to be prepared. The period commences on the date of the Acceptance Letter unless otherwise stated here. Also consider in the context of the date for site possession under GCC 9.1, which will be specified in the Work Order or Acceptance Letter.For a period contract with work orders that have individual commencement times, state “Refer to each Work Order”.If Work Orders apply, and times for commencement are typically the same, state the time here (but the time stated in a Work Order takes precedence if stated in any Work Order). | [insert number] weeks / Refer to each Work Order |
| Date for Practical Completion(GCC 9.5 and 1)NOTE: The start date for this period must be stated, the default stated here is the date of site possession.  | [insert number] weeks commencing on the date of possession of the site under GCC 9.1(a) / Refer to each Work Order |
| Certificate of Practical Completion(GCC 15 and 1)NOTE: If a certificate will be issued by the Superintendent under GCC 15, choose “applies”. If the final payment (except for retention amounts) will constitute the certificate of practical completion, choose “does not apply”. Alternatively, specify in each Work Order and choose “Refer to each Work Order”. | Applies / Does not apply / Refer to each Work Order |
| Contractor’s Representative to be based on site(GCC 11.3(b)) | Yes / No |
| Liquidated Damages(GCC 14)NOTE: State “Refer to each Work Order” if intended to be a different amount for each work order. | Yes / No$ [insert amount] per day / Refer to each Work Order |
| Defects Liability Period(GCC 15 and 1)NOTE: Period commencing on Date of Practical Completion. State “Refer to each Work Order” if intended to be a different period for each work order. | [insert number] weeks / Refer to each Work Order |
| Retention Monies(GCC 19.4)NOTE: Insert the percentage of payment to be retained (typically 5%), state 0% if no retention applies. Percentage based on potential for defects arising and the need for repair. | [insert percentage] % |
| Recipient Created Tax Invoices(GCC 19.5)NOTE: Choose “Applies” if PBA applies or if Main Roads issuing Recipient Created Tax Invoices. Otherwise, in the limited circumstances where the Contractor will issue tax invoices, choose “Does not apply”. | Applies / Does not apply |
| Period Contract(GCC 33)NOTE: If a Period Contract applies, GCC 33 (Work Orders) below must also apply. | Applies / Does not apply |
| Initial Term(GCC 33(a))NOTE: Insert the initial period of the contract if a period contract or state “Not used” if not a period contract. | [XX] years / Not used |
| Total Period of Extension Options(GCC 33(b))NOTE: Insert the further period available for extension options in total if a period contract, or state “No extension options apply if a period contract applies with no extensions, or state “Not used” if not a period contract. | [XX] years / No extension options apply / Not used |
| Panel Contract (GCC 34)NOTE: Applies if the contract is intended to be a panel contract with more than one Contractor. If a Panel Contract applies, GCC 35 (Work Orders) below must also apply | Applies / Does not apply |
| Maximum Tenders called for Work Orders(GCC 34.3)NOTE: Insert the maximum number of tenders to be called for work orders (typically 5) or state “Not used”. | [insert number] / Not used |
| Work Orders(GCC 35)NOTE: Applies if the Works are to be issued progressively under the Contract. GCC 35 must apply if GCC 33 (Period Contract) OR GCC 34 (Panel Contract) above applies. | Applies / Does not apply |
| Contract Amendments(GCC 36)NOTE: Applies if the contract may need to change to be kept current for future work orders/work, especially if a longer-term contract. | Applies / Does not apply |
| Hourly Rate Based Arrangements(GCC 37)NOTE: Applies if the contract price schedule has any pay items for workers on an hourly rate or plant items on a daily rate (or other periods). State in the price schedule the basis for the payment as defined (e.g. “Hour”, “Day”). State in the price schedule that the type of worker is “Dedicated” if the worker is intended to be full time. | Applies / Does not apply |
| Adjustment for Rise and Fall in Costs(GCC 38)NOTE: Rise and Fall does not apply for very short term work (i.e. less than 3 months duration) or where the project does not involve the use of bitumen. | Applies / Does not apply  |
| Western Australian Industry Participation Strategy(GCC 39)NOTE: WAIPS applies to all forms of procurement (goods and services, housing and works) that are above designated values. The values that trigger the WAIPS requirements are outlined below. These values are for the total life of the contract (GST inclusive).* Goods & Services (metropolitan area) $1 million and above
* Goods & Services (regional areas) $500,000 and above
* Housing & Works (metropolitan area) $3 million and above
* Housing & Works (regional areas) $500,000 and above.

If this is a Panel Contract, seek an exemption for the Panel Contract on the basis that WAIPS will be addressed at the Work Order level (if a Work Order meets the thresholds). | Applies / Does not apply |
| Priority Start Policy(GCC 40)NOTE: The Priority Start Policy applies to all State Government building construction, civil construction and maintenance contracts with a total contract value (GST inclusive) over $5 million. | Applies / Does not apply |
| Work Health and Safety Accreditation Scheme(GCC 41)NOTE: The WHS Accreditation Scheme applies where the building works under a contract are indirectly funded (through a funding agreement, grant or other program) by the Australian Government and where the head contract for building work is greater than $4 million (GST inclusive) AND:* the value of the Australian Government contribution to the project is at least $6 million and represents at least 50% of the total construction value; OR
* the Australian Government contribution to the project is $10 million or more, irrespective of the proportion of Australian Government funding.
 | Applies / Does not apply |

All items above must be completed before the Tender document can be finalised.

ANNEXURE B WORK ORDER

NOTE: This Annexure applies for a work order-based contract for multiple parcels of work issued during the contract. It must apply if the Contract is a Period Contract or a Panel Contract. If work orders do not apply, delete the contents of this Annexure and replace the heading with “NOT USED”.

Each Work Order will generally contain the following information, which may be amended by the Principal from time to time in the interest of clarity and which may vary given the nature of each Work Package. The following information may also be used for the purposes of detailing information for a Work Package.

| **Contract / Work Order Number** | XXX | **Purchase Order Number** | XXX |
| --- | --- | --- | --- |
| **Work Order Title** | XXX | **Tender Return Date / Time** | [insert closing date/time] |
| 1. Contractor
 | [insert name of Contractor] |
| 1. Prequalification (SCT 4)
 | [insert Prequalification level or Does not apply or another requirement that applies] |
| 1. Location and Scope of Works
 | [insert Region and location] |
| The Contractor must perform the following Works: | Refer to Work Package issued on [….] including Addenda issued on […] |
|  | Refer to Contractor’s further commitments made within correspondence dated [….] |
| 1. Standard for Works

The following standards and performance requirements apply: | Refer to the Contract and the Work Package |
| 1. Contract Sum

Lump Sum or Schedule of Rates | $ [insert contract sum] (excludes provisional sums, Dayworks and excludes GST) [either attach the price schedule or reference this actual document][insert which applies] |
| 1. Program / Times
 |  |
| Possession of the site (GCC 9.1): | [insert any issues concerning possession, or partial possession of the site, if any] |
| Preconditions to commencement of works on site (GCC 9.3) | [insert any Contractor plans, and any additions to existing Contractor plans, requiring approval prior to commencement of work on site for the Work Order. For example:Construction Program for the Work PackageTraffic Management Plan for the Work PackageSpecific additional provisions in the following plans to address the requirements of the Work Order: Health and Safety Management PlanConstruction (or Maintenance) Environmental Management Plan Quality Management Plan |
| Time for Commencement (if any) (GCC 9.4): | [insert date preferably] or [state period for commencement “measured from the date of this Work Order below”] |
| Date for Practical Completion (clause GCC 9.5): | [insert date preferably] or [state period for completion measured from the date for commencement] |
| Date by which the first Construction Program is to be provided (GCC 8): | [insert date for submission of first program] |
| Frequency that the Construction Program is to be updated and resubmitted for approval (GCC 8): | [insert frequency for updating programs] |
| 1. Superintendent (GCC 1)
 |  |
| The Superintendent for the Works performed pursuant to this Work Order is: | [insert Superintendent] |
| The address and contact details of the Superintendent: | [insert contact details] |
| 1. Subcontracting (GCC 7)
 |  |
| Work items / subcontractor(s) approved to be subcontracted: | [refer to the Tender for details] |
| 1. Australian Government Building and Construction Industry Work Health and Safety Accreditation Scheme (CT 16 and GCC 41)
 | Applies / Does not apply |
| 1. Provisional Sums (GCC 12)

Value of provisional sum(s): | $ [insert amount] (excludes GST) |
| 1. Contractor’s Representative (GCC 11.3)
 |  |
| The Contractor’s Project Manager and Representative for the work to be performed pursuant to this Work Order is: | [insert name] |
| The contact details for this person are: | [insert contact details] |
| 1. Liquidated Damages (GCC 14)
 | $ [insert amount] per day  |
| 1. Defects Liability Period (GCC 1 and 15)
 | [insert period] |
| 1. Security (GCC 19.4)
 | $ [insert amount] / Not required  |
| 1. Project Bank Accounts (CT 5 and GCC 19)
 | Required / Not required |
| 1. Rise and Fall (GCC 38)
 | Applies / Does not apply |
| 1. Western Australian Industry Participation Strategy (CT 10 and GCC 39)
 | Core Participation Plan applies / Full Participation Plan applies / Does not apply |
| 1. Priority Start (SCT 2 and clause GCC 40)
 | Required / Not required |
| 1. Special Requirements
 | [insert, if any] |
| Signature of Principal’s Representative  |
|  |
| Name of Principal’s Representative  |
|  |
| Date of issue of Work Order: [insert date] |

SPECIAL CONDITIONS OF CONTRACT

NOTE: If any special conditions are required, insert here with numbering as SCC 1, SCC 2 etc. Otherwise replace the heading with “NOT USED”.

**SCC 1 Work Health and Safety Requirements**

NOTE: The following are additional WHS requirements that may be applicable to larger works. Consider whether the following should be included as an SCC (noting that some smaller contractors will not be able to comply with these requirements.

**WHS Management System**

1. The Contractor must at all times implement and maintain a certified (by a third party qualified to provide such certification) WHS management system that as a minimum demonstrates compliance with WHS Law and the requirements of AS/NZS ISO 45001:2018 Occupational health and safety management systems – Requirements with guidance for use.
2. The Contractor must ensure that it and its employees, subcontractors and all other persons employed or engaged on the Works comply with the Contractor’s WHS management system and Health and Safety Management Plan.

WHS Management Representative

1. The Contractor must, for the purpose of the Contract, appoint a representative to manage the Health and Safety Management Plan with defined authority and responsibility for the implementation of the plan. The representative shall, for the purpose of this Contract, be known as the WHS Management Representative (**WHS MR**).
2. The WHS MR must:
3. possess a Certificate IV in WHS and have at least 10 years’ verified relevant experience in safety management within the construction industry or Diploma (or higher) in WHS and have at least 5 years’ verified relevant experience in safety management within the construction industry;
4. be familiar with the nature of the Works; and
5. be a full time member of the site management team and generally be in attendance on the worksite at all times activities relating to the Contract are taking place.
6. The Health and Safety Management Plan must identify the name, qualifications and experience of the WHS MR.

LOCALITY PLAN

NOTE: Insert a suitable Locality Plan here if required.

WORKS SPECIFICATION AND APPENDICES

NOTE: Insert Works Specification and relevant Appendices after this page.

DRAWINGS

NOTE: Insert suitable Drawings here if required.

CONDITIONS OF TENDERING

1. TENDER DOCUMENTS

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

* Main Roads’ Minor Works General Conditions of Contract / GCCs – available from Main Roads’ website at <https://www.mainroads.wa.gov.au/technical-commercial/tender-preparation/>
* This Tender Submission Document including:
* Annexure A to the Minor Works General Conditions of Contract
* Annexure B Work Order (if applicable)
* Special Conditions of Contract (if applicable)
* Locality Plan
* Works Specification and Appendices
* Drawings (if any)
* Conditions of Tendering
* Special Conditions of Tendering (if applicable)
* Form of Tender
* Price Schedule (Lump Sum or Schedule of Rates as applicable), and the Preambles to the Price Schedule
* Tender Schedules A to I (as applicable)
* Annexure C Form of Guarantee
* Main Roads Standard Method of Measurement for Construction Works (refer to CT 18)
* Addenda issued by the Principal (if any)
1. PREQUALIFICATION

NOTE: The following paragraph is **mandatory** for all contracts with a prequalification requirement. If not applicable, retain the clause number and heading and replace the content with “NOT USED”.

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

NOTE: Select only one of the following options 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 options.

OPTION 1

This is a roadworks only contract.

Tenderers must be suitably prequalified for the roadworks prequalification category R[X] (or higher).

OR

OPTION 2

This roadworks contract includes structures.

The Tenderer must be suitably prequalified for the roadworks prequalification category R[X] (or higher), and must either be prequalified for or engage a subcontractor who must be prequalified for the structures prequalification category B[X] (or higher).

OR

OPTION 3

This is a structures only contract.

Tenderers must be suitably prequalified for the structures prequalification category B[X] (or higher).

OR

OPTION 4

This structures contract includes roadworks.

The Tenderer must be suitably prequalified for the structures prequalification category B[X] (or higher), and must either be prequalified for or engage a subcontractor who must be prequalified for the roadworks prequalification category R[X] (or higher).

OR

OPTION 5

This contract includes both roadworks and structures.

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

R[X] (or higher), B[X] (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.

END OF OPTIONS

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

Where the conditions of a Tenderer’s prequalification require the Tenderer’s parent company or another company to provide a guarantee and indemnity, the Principal will require that parent company or other company (as approved by the Principal) to provide a guarantee in the form of Annexure C or on such other terms as approved by the Principal. If there has been any material change in that company's financial circumstances since the date of the last annual financial statements submitted to the Principal, the Tenderer must include full details of that change with its Tender.

1. PRE-TENDER MEETING

NOTE: Attendance at a pre-tender site inspection is not normally a Condition of Tendering. Please give careful consideration to “mandatory” meetings as non-attendance will exclude Tenders from being considered during tender assessment. 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 & Transport Branch, as information for Tenderers only and should not form part of an Addendum. Should a change in the Tender Submission Document arise from a site inspection, that change should be issued as an Addendum.

If a pre-tender meeting and site inspection is not scheduled, retain the clause number and heading and replace the content with “NOT USED”.

A [mandatory / non-mandatory] pre-tender meeting, including a site inspection, will be held on:

Date: [insert date]

Time: [insert time]

Location: [insert location]

The Tenderer is requested to confirm attendance by no later than [date and time] by emailing [name of contact person] at [email address]@mainroads.wa.gov.au.

NOTE: Only insert the following paragraph if the briefing is **mandatory.**

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

1. AUSTRALIAN STANDARD CODE OF TENDERING

Tenderers must undertake to comply with the Australian Standard Code of Tendering AS 4120 – 1994.

1. PROJECT BANK ACCOUNT

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 18, 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 a PBA 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 18, 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 a PBA in its Tender.

If payments in relation to this Contract are undertaken utilising a PBA, the contents, in their entirety, of the “Minor Works Project Bank Account (PBA) Pack” apply. These documents are available on the Main Roads website at [Project Bank Accounts (PBA) | Main Roads Western Australia](https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/project-bank-accounts-pba/).

1. SUBMISSION OF TENDERS

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

Tenders must be submitted by the closing date and 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](http://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 with Tenders WA to submit a Tender electronically.

The Tenderer must ensure that:

* the Tender is in either .doc, .docx, .pdf, .xls or .xlsx file format extensions (zipped files containing documents in these formats are also acceptable); and
* file names must be limited to 25 characters or less.

The Tenderer agrees that:

1. 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;
2. 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;
3. 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;
4. the Principal will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Tender;
5. 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;
6. if the Principal requests the provision of another copy of the Tender, then the Tenderer must:
7. provide the copy in the form or forms requested within the period specified by the Principal;
8. 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
9. 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 the Principal has contributed to the lateness.

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

1. 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.

1. 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 7.

1. BUILDING AND 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 **Principal and must be excluded from the Tender Price.**

1. BUY LOCAL POLICY AND THE WESTERN AUSTRALIAN INDUSTRY PARTICIPATION STRATEGY

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.

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 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).

Further information on the Buy Local Policy can be found [here](https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022)*.*

NOTE: The Western Australian Industry Participation Strategy (WAIPS) sets out requirements for 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 are:

| **Type of Procurement** | **Participation Plan** |
| --- | --- |
| Regional Housing and Works | Above $500,000 |
| Metropolitan Housing and Works | Above $3,000,000 |

**If these thresholds are not met, delete the WAIPS content below and amend the clause heading to refer to the Buy Local Policy only.**

The *Western Australian Jobs Act 2017* (WA) and the Western Australian Industry Participation Strategy (WAIPS) made under it 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 at Tender 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 from <https://industrylink.wa.gov.au/participation-plans/participation-plans>.

The [Industry Link Advisory Service](https://industrylink.wa.gov.au/) (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 Tender closing date in order to allow ILAS sufficient time to respond.

Tenderers' attention is also drawn to GCC 39 of the General Conditions of Contract.

1. QUALITY ASSURANCE

The Principal will only award a contract to Tenderers meeting the quality requirement specified below.

The minimum quality requirement for this Contract is:

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 is mandatory. Great care is needed when determining if quality assurance in other instances is required.

OPTION 1

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

OR

OPTION 2

The Tenderer must have a management system certified as complying with the requirements of *AS/NZS ISO 9001 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

OPTION 3

The Tenderer must have implemented a quality system developed and certified by [insert certifying body].

NOTE: Specify the industry group and system by choosing one from the list displayed in blue below. The required industry developed standard regulation, qualification, etc. for assuring quality must be fully specified.

**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, e.g. 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, e.g. 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 standalone document.

NOTE: Include the paragraph below if any of the blue options above have been selected.

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.

1. FINANCIAL CAPACITY

The Principal will only award a contract to Tenderers who have the demonstrated financial capacity to complete the Works. In assessing a Tenderer’s financial capacity, the Principal may obtain information from a Risk Management Service Provider.

NOTE: The following paragraph is mandatory for all non-prequalified contracts with an estimated value of $500,000 or greater, and optional for lower value/high risk contracts. Delete the following paragraph if:

* the estimated cost is less than $500,000 (except for high risk contracts); and/or
* a prequalified contract is required.

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 six 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.

The Principal may require a Tenderer, as a condition of award of the Contract, to procure and provide to the Principal a guarantee which is:

* from the Contractor's parent company or other company approved by the Principal; and
* in the form of Annexure C or on such other terms as approved by the Principal.

Tenderers are referred to GCC 29 which makes provision of the guarantee a condition of the Contract.

1. SUBCONTRACTING

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

Where the value of the work to be subcontracted to any subcontractor exceeds $1.5 million (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.

1. PRIORITY START POLICY

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; or
* (if a Panel Contract) where any Work Order could have a total value (inclusive of GST) over $5 million.

If the Contract (or if a Panel Contract, potential Work Orders) is valued under this amount, retain the clause number and heading and replace content with “NOT USED”.

The Western Australian Government's Priority Start policy (**Policy**), available at [www.dtwd.wa.gov.au](http://www.dtwd.wa.gov.au) applies to State Government building construction, civil construction and maintenance contracts with a total value (inclusive of GST) over $5 million.

**Policy Requirements**

If awarded a Contract as a result of their Tender, Tenderers 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 the Principal 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 Policy.

For further information on the 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: 13 64 64 or [www.jobsandskills.wa.gov.au](http://www.jobsandskills.wa.gov.au)
* Australian Apprenticeship Support Network: 13 38 73 or [www.australianapprenticeships.gov.au](http://www.australianapprenticeships.gov.au)
* Construction Training Fund (for incentive information): 9244 0100 or [www.ctf.wa.gov.au](http://www.ctf.wa.gov.au)
* Nudge: 9323 4310 or [www.nudge.ngo/](http://www.nudge.ngo/)
1. NOT USED
2. WORK HEALTH AND SAFETY ACCREDITATION SCHEME

NOTE: The WHS Accreditation Scheme applies where the building works under a contract are indirectly funded (through a funding agreement, grant or other program) by the Australian Government and where the head contract for building work is greater than $4 million (GST inclusive) AND:

* the value of the Australian Government contribution to the project is at least $6 million and represents at least 50% of the total construction value; OR
* the Australian Government contribution to the project is $10 million or more, irrespective of the proportion of Australian Government funding.

Contact Budget & Programming Branch to determine if this contract satisfies the above criteria. In all Tenders where the WHS Accreditation Scheme applies, include this clause CT 16 and Tender Schedule I. Otherwise delete the contents of this clause CT 16 and Tender Schedule I, and replace headings with “NOT USED”.

The Work Health and Safety Accreditation Scheme (**Scheme**) is established under the *Federal Safety Commissioner Act 2022* (Cth) and specified in the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023*.

A Tenderer must be accredited under the Scheme when entering into contracts for building work and maintain accreditation while the building work is being carried out. A successful Tenderer must comply with all conditions of the Scheme accreditation.

Paragraph 26(g) of the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023* 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:

Office of the Federal Safety Commissioner (OFSC)
Department of Employment and Workplace Relations
GPO Box 9828
CANBERRA ACT 2601
Telephone No: 1800 652 500
Email: ofsc@jobs.gov.au
Website: [Home | Office of the Federal Safety Commissioner (fsc.gov.au)](https://www.fsc.gov.au/)

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

1. CRIMINAL CONVICTIONS
2. Subject to paragraph (b), Tenderers must declare at Tender Schedule H if any director, owner or key management personnel of the Tenderer:
3. has a criminal conviction; or
4. is currently the subject of any charge pending before a court.
5. Tenderers need not disclose a “spent conviction” within the meaning of the *Spent Convictions Act 1988* (WA).
6. During tender evaluation the Principal may request from the Tenderer further details of the convictions or charges.
7. 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.
8. All information declared in Tender Schedule H and in response to a request by the Principal for further details in accordance with paragraph (c):
9. will be kept confidential and will only be disclosed to the Principal's personnel authorised by the Manager Corporate Procurement whose contact details are available at CT 23; and
10. will not be included in any contract document arising from this Tender.
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/>

1. All rates must be expressed to two places of decimal.
2. A rate must be entered against every item in the Schedule of Rates or Bill of Quantities and items must not be grouped together.
3. 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 will be zero.
4. Where there is a discrepancy between the rate and the associated amount entered in a Schedule of Rates, the rate applies and the amount will be adjusted accordingly.
5. 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.
6. Where there is a discrepancy between the rate and the associated amount entered in a Bill of Quantities, the amount applies and the rate will be adjusted accordingly.
7. For tenders submitted not marked as alternative tenders:
8. All items and quantities must 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.
9. Where an item has been removed the item must be reinserted into the respective Schedule of Rates or Bill of Quantities and the amount payable against that item will be zero.
10. Where a different quantity has been entered against an item in a Schedule of Rates, the different quantity must 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.
11. Where a different quantity has been entered against an item in a Bill of Quantities, the different quantity must 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.
12. Where a different unit has been entered against an item in a Schedule of Rates or Bill of Quantities, the different unit will be replaced with that issued by the Principal.
13. Where a different description has been entered against an item in a Schedule of Rates or Bill of Quantities, the different description will be replaced with that issued by the Principal.
14. 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.

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; and a
* any other information that becomes known to the Principal and is deemed relevant to this Tender.

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 CT 1.

**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 will 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:

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.

**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 | Contract Resources | 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 Program and 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 | WAIPS | 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 SHW Branch if required)**

| **Item** | **Evaluation Criteria** | **Weighting (%)** | **Scoring Methodology** |
| --- | --- | --- | --- |
| 1.1 | Demonstrated suitability of Plant and Equipment, including WHS based on Hazard Identification Risk Assessment and Control of Risks (HIRAC) | XX | 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, including WHS based on HIRAC. |
| 1.2 | Demonstrated skills of Operator on similar projects including WHS based on HIRAC | XX | 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, including WHS based on HIRAC. |
| 1.3 | Company history and track record on similar projects | XX | 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 | XX | 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 | XX | 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 | 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. |
| 1.7 | WAIPS | 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** |  |

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 (b) 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.

1. GOODS AND 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.

1. 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:

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/>

1. SUPPLIER DEBARMENT REGIME

In January 2022 the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from www.wa.gov.au and Tenders WA ([www.tenders.wa.gov.au](http://www.tenders.wa.gov.au)).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Principal will exclude from consideration any Tender received from a Tenderer who is suspended or debarred, and any Tender which includes a subcontracting arrangement with a suspended or debarred subcontractor.

1. USE OF LOBBYISTS

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.

SPECIAL CONDITIONS OF TENDERING

(FOR WORKS ISSUED AS WORK ORDERS)

NOTE: These Special Conditions of Tendering apply for a work order-based contract for multiple parcels of work issued during the contract. If work orders do not apply, delete the contents and replace heading with “NOT USED”.

All Conditions of Tendering and the following Special Conditions of Tendering in the Contract apply to the Tender to be submitted for a Work Package during the operation of the Contract, unless otherwise provided below or in the Work Package.

1. ASSESSMENT OF CONFORMING AND ALTERNATIVE TENDERS
2. A non-price assessment will generally not apply.
3. Tender Schedules A and C do not apply.
4. Tender Schedules G, H and I submitted at the time of entering into the Contract apply unless there is a material change in the details in the Tender Schedule. If there is a material change, the Contactor must:
	1. rely on the current Tender Schedule to the extent that the Tender Schedule remains factually correct in respect of the Tender;
	2. seek the approval of the Principal to substitute the Tender Schedule in the Contract with a suitable alternative before the time of Tender for the intended Work Order, and upon approval the substitute Tender Schedule will be the current Tender Schedule and apply to all Work Orders after the date of approval; or
	3. submit a Tender Schedule specific to the intended Work Order only in its Tender.
5. FINANCIAL CAPACITY

If there has been any material change in the Contractor’s or guarantor company’s financial circumstances since the time of the Contractor being engaged under the Contract (or the last notice under this special condition of tendering), the Contractor must notify the Principal and include full details of that change prior to or with the Tender submitted in response to a Work Package for an intended Work Order and the Principal may require the Contractor, as a condition of award of a Work Order, to procure and provide to the Principal a further or new guarantee, in which case CT 12 will apply.

1. PREQUALIFICATION

The Contractor is only eligible to submit a Tender for a Work Package if invited by the Principal to do so.

If required in the Work Package and subsequent Work Order, the Tenderer must meet the requirements of the National Prequalification System for Civil (Road and Bridge) Construction Contracts, or other requirements that may apply, described in the Work Package, if any.

FORM OF TENDER

|  |  |
| --- | --- |
| 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 or Lump Sum Price] in a [Schedule of Rates or Lump Sum] Contract including any Daywork Rates and Prices** or such other rates as may be ascertained in accordance with the General Conditions of Contract.
2. As a fundamental condition of this Tender, we undertake to comply with the Australian Code of Tendering AS 4120 – 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 |  |  |  |
|  | day |  | month |  | year |
|  |  |  |  |  |
| Signature |  | Print Name |  | in the capacity of |
| is duly authorised to submit Tenders for and on behalf of: |
|  |
| COMPANY NAME – BLOCK LETTERS |
| ABN |  | ACN |  |
| Business Address[[1]](#footnote-1): |  |
| Telephone: |  |
| Email address: |  |

PREAMBLES TO THE PRICE SCHEDULE

1. GENERAL PREAMBLES
	1. These Schedules of Rates or Bills of Quantities, as the case may be, must be read in conjunction with the Work Orders (if any), Specifications, Drawings, General Conditions of Contract, Special Conditions of Contract, 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 must be adjusted in accordance with Conditions of Tendering CT 18.
	4. Unless stated otherwise, the cost of complying with the Work Orders (if any), General Conditions of Contract, Conditions of Tendering and Special Conditions of Tendering must 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 will be deemed to be included in the rates and amounts for the appropriate or associated section or item described in 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 will be deemed to be included in the rates and amounts generally elsewhere in the Schedule of Rates/Bill of Quantities.
2. GENERAL DIRECTIONS
	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 Work Orders (if any), General Conditions of Contract, Specifications and Drawings. The rates and prices entered in these Schedules of Rates or Bills of Quantities will be deemed to be the full inclusive value of the work covered by the respective items, including but not limited to the following, unless expressly stated otherwise:
3. Labour and costs associated therewith including all site allowances.
4. Plant and costs associated therewith including transport to and from site.
5. The supply, loading, transporting and delivery to site, unloading, handling and storage of materials and goods.
6. Taking delivery of materials and goods supplied by others, loading, transporting and delivery to site, unloading, handling, storage and returning any surplus.
7. Assembling, mixing, fixing, erecting, lifting, hoisting, handling, spreading, installing and placing of materials and goods in position.
8. Waste, bulking and shrinkage of materials and materials placed outside the final design lines.
9. Removal and disposal off site of surplus or spoil materials and costs in connection therewith including tip fees.
10. Temporary works.
11. Provision of working space and upholding sides of excavations.
12. 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.
13. 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.
14. 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 Work Orders (if any) or the Contract.
15. 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, and taking measures to prevent flotation of new or existing structures.
16. 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.
17. All costs for quality assurance systems including carrying out all tests and providing certificates of conformity.
18. Attendance and transport for sampling and testing carried out by the Superintendent, and supplying results of tests carried out by the Contractor.
19. Dust control.
20. Establishment charges, overhead charges and profit.
21. General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the Work Orders (if any) or the Contract.
22. Adjustment for rise and fall in costs, unless expressly stated otherwise.
23. MEASUREMENT
	1. All items have been measured net and no allowance has been made for laps, cutting, waste, bulking, compaction or shrinkage, unless expressly stated otherwise.
	2. 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. |

* 1. Schedules of Rates will be remeasured. Remeasurement of quantities will be remeasured from the dimensions shown on the Drawings, unless directed otherwise by the Superintendent. Bills of Quantities will not be remeasured.

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.

NOTE: The GCCs and Annexure B provide that the Contract Sum does not include provisional sums. Instead, if a provisional sum item is directed, the Contract Sum is adjusted for the value of the provisional sum item work carried out.

1. DAYWORK

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.

* 1. General

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

* 1. Labour

The cost of the Contractor’s labour must 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 must provide wage sheets or other evidence of payments made to each person employed on Daywork.

On-costs for labour must 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 hand tools 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 must not be included in the “Labour” category, but must be included in the “subcontractors” category.

* 1. Materials

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

On-costs for materials must 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.

* 1. Plant

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

The rates and prices of plant must 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 must be charged at the actual hours worked at the direction of the Superintendent. The Contractor must provide hire dockets or other evidence of payment of plant hire charges for work carried out on Daywork.

On-costs for plant must 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 must 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 must 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.

* 1. Subcontractors

The cost of subcontractors and labour hire agency personnel must 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 must 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 must include 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 will be paid for the measured quantity of each item of work below and executed under the Contract at the rates and amounts entered.

| **Item** | **Description** | **Unit** | **Qty** | **Rate** | **Amount $** |
| --- | --- | --- | --- | --- | --- |
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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 must be priced and extended by the Tenderer and the lump sum accepted by the Principal equals the TOTAL AMOUNT GST INCLUSIVE. Any errors in the rates or prices entered in this Schedule must be corrected by agreement between the Tenderer and the Principal. Where no agreement can be reached, any errors will 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 $** |
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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**

| **PROJECT DESCRIPTION** | **ORIGINAL AND FINAL CONTRACT VALUE $** | **ORIGINAL AND FINAL CONTRACT PERIOD (WEEKS)** | **CLIENT** | **CLIENT CONTACT** |
| --- | --- | --- | --- | --- |
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*NOTE TO TENDERERS: 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 – CONTRACT RESOURCES

**INFORMATION TO BE SUPPLIED BY TENDERER**

| **PERSONNEL** (Provide names, positions, direct employer, town of residence, qualifications, training and experience of staff. This must include the Contractor’s Representative, Site Supervisor and Safety Officer). |
| --- |
| [Tenderer’s Response] |
| **PLANT AND EQUIPMENT** (Provide details on the type, whether owned/leased/hired, brand, model and capacity of the plant and equipment). |
| [Tenderer’s Response] |
| **SUBCONTRACTORS AND SUPPLIERS** (Provide details of any items of the work to be subcontracted/ supplied and the company to be used for each item). |
| [Tenderer’s Response] |
| NOTE: Delete the section below if the value any subcontracts or the value of the contract is not expected to be more than $1.5 million.**FINANCIAL DUE DILIGENCE CHECK OF SUBCONTRACTOR**The Tenderer must provide details of subcontractor(s) to whom it is intended to subcontract any portion of the Works exceeding $1.5 million (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 $1.5 million (GST inclusive) enter “No subcontracting exceeding $1.5 million” 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 TO TENDERERS: 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**

| **PROJECT DESCRIPTION** | **CLIENT** | **CONTRACT VALUE $** | **COMMENCEMENT DATE** | **ANTICIPATED COMPLETION DATE** |
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*NOTE TO TENDERERS: 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

NOTE: If applicable, otherwise replace with ‘NOT USED’.

**INFORMATION TO BE SUPPLIED BY TENDERER**

| **TENDERER’S OUTLINE METHODOLOGY** (provide details on the proposed methodology for carrying out the work required under the Contract). |
| --- |
| [Tenderer’s Response] |
| **TENDERER’S CONSTRUCTION PROGRAM** (provide details on the proposed construction program for carrying out the work required under the Contract). |
| [Tenderer’s Response] |

*NOTE TO TENDERERS: 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

NOTE: This schedule is to be used where tender or contract specific information is required to be addressed by Tenderers, e.g. proposed product to satisfy a specification requirement. Insert tender specific requirements in a similar structure to that shown in Tender Schedule D above.

It should also be used where the Conditions of Tendering require some evidence to be provided by Tenderers in order to satisfy that Condition. Examples of other information that may be required to be submitted with the Tender in this Schedule E include:

* Evidence of Quality Management System Certification – required in CT 11, Options 2 or 3 (Tenderers are to provide evidence their management system is certified as complying with the requirements of *AS/NZS ISO 9001 Quality management systems – Requirements*

Add further rows to the table below as required, or delete the table and insert “NOT USED” if other information is not required.

**INFORMATION TO BE SUPPLIED BY TENDERER**

| **[INSERT TENDER SPECIFIC REQUIREMENTS]** |
| --- |
| [Tenderer’s Response] |
| **[INSERT TENDER SPECIFIC REQUIREMENTS]** |
| [Tenderer’s Response] |

*NOTE TO TENDERERS: 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 F, PART 1 – REGIONAL CONTENT QUESTIONNAIRE

NOTE: This questionnaire is not required for contracts within Zone 1 (typically the Metropolitan Region). If the questionnaire is not required, replace the Schedule text with “NOT APPLICABLE”.

**INFORMATION TO BE SUPPLIED BY TENDERER**

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 CT 10 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 Regional Business and Content Preferences:**

NOTE: Principal to insert the contract delivery point and the prescribed distance (e.g. 200km for Wheatbelt, South West and Great Southern Regions or 400km for Kimberley, Pilbara, Mid West-Gascoyne and Goldfields Esperance Regions.

* The **contract delivery point** for this contract is: **[insert contract delivery point]**
* The **prescribed distance** for this contract is: **[200/400]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 six (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?
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|  |  |  |  |
| 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 Metropolitan 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.
 |  |  |  |
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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 Name** | **Subcontractor/Supplier 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 (e.g. 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 Alternative Tenders are submitted, a separate questionnaire must be submitted for each Alternative 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 – WAIPS PARTICIPATION PLAN

NOTE: A participation plan is required for Regional works contracts over $500,000 and Metropolitan works contracts over $3 million.

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

**INFORMATION TO BE SUPPLIED BY TENDERER**

Tenderers must submit a WAIPS participation plan in the form available for download from the WA Industry Link Portal <https://industrylink.wa.gov.au/participation-plans/participation-plans>. The WAIPS participation plan must be fully completed and signed. If an Alternative Tender includes different WAIPS participation plan content than in this schedule, separate details must be submitted for that Alternative Tender.

*NOTE TO TENDERERS:*

1. *Industry Link Advisory Service or ILAS, is part of the Industry Development division of the Department of Jobs, Tourism, Science and Innovation and plays a key role in liaising with agencies and bidders in WAIPS applicable projects and procurements. ILAS is able to provide advice to Tenderers on preparation of a WAIPS 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*](https://industrylink.wa.gov.au/advisory-services/services-to-state-government-agencies/industry-link-advisory-service)*.*
2. *All requests for assistance from ILAS need to be made not later than 5 Business Days prior to the Tender closing date in order to allow ILAS sufficient time to respond.*
3. *The successful Tenderer’s WAIPS participation plan will be forwarded to ILAS following execution of the Contract.*

TENDER SCHEDULE G – ABORIGINAL PARTICIPATION

**INFORMATION TO BE SUPPLIED BY TENDERER**

The Tenderer must provide information on the Tenderer’s proposed approach to sourcing, training, retaining and supporting Aboriginal businesses (please consider exploring the Aboriginal Business Directory WA (available at [www.abdwa.com.au](http://www.abdwa.com.au)) and/or Supply Nation (available at [www.supplynation.org.au](http://www.supplynation.org.au)) for Aboriginal Businesses that have the capability to complete the required subcontracted 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 PARTICIPATION** |
| --- |
| [May include evidence of:* Subcontractor engagement
* Number and details of Aboriginal trainee opportunities
* Pre-employment training and support
* Employment
* Roles and responsibilities
* On the job training and support]
 |

*NOTE TO TENDERERS: 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 H – DISCLOSURE 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 or Charge Pending** | **Date of Conviction** | **Penalty** |
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*NOTE TO TENDERERS: This Schedule identifies the information that* ***must*** *be provided by Tenderers.*

TENDER SCHEDULE I – WHS ACCREDITATION SCHEME

NOTE: If WHS Accreditation Scheme provisions do not apply, delete content of this schedule and replace heading with “NOT USED”. Refer to CT 16.

Enter details of accreditation status, including the expiry date of accreditation under the Australian Government building and construction industry Work Health and Safety Accreditation Scheme.

| **Company Name** | **Accreditation Status** | **Expiry Date** |
| --- | --- | --- |
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Paragraph 26(g) of the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023* outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

**Requirements for Joint Ventures that include an Unaccredited Builder**

If the Tenderer must comply with the requirements as set out in paragraph 26(g) of the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023*, please confirm date of Determination by the Office of the Federal Safety Commissioner.

| **Method of Determination(e.g. Letter, Email)** | **Date of Determination** | **Response from OFSC** |
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ANNEXURE C TO THE MINOR WORKS GENERAL CONDITIONS OF CONTRACT – FORM OF GUARANTEE

**DEED POLL – GUARANTEE**

**THIS DEED POLL IS MADE ON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_**

**GIVEN BY:** [*Name of company approved by Principal/ parent company of Contractor*] [*insert ACN if applicable*] of [whose address](**Guarantor**)

**IN FAVOUR OF:** Commissioner of Main RoadsABN 50 860 676 021 of Waterloo Crescent East Perth Western Australia 6004 (**Principal**)

**AGREED TERMS**

1. In this deed:

**Contract** means [*insert Contract number*] between the Principal and the Guaranteed Party.

**Contractor** means [*insert name of Contractor*].

2. The Guarantor unconditionally and irrevocably guarantees to the Principal the due and punctual performance of the obligations of the Contractor under the Contract including:

1. the discharge of the obligations and liabilities of the Contractor under the Contract; and
2. the payment of all debts and monetary liabilities of the Contractor to the Principal under the Contract,

3. If the Contractor fails to perform any of the Contractor's obligations or discharge any of the Contractor's liabilities under or pursuant to the Contract, the Guarantor must immediately:

1. on receipt of notice from the Principal requiring it to do so, perform those obligations or discharge those liabilities (as the case may be) and thereafter continue to perform those obligations and discharge those liabilities (as the case may be) until termination or expiry of the Contract.
2. upon demand by the Principal, pay to the Principal any amount which the Guarantor is liable to pay the Principal under clause 2 or clause 4.

4. The Guarantor unconditionally and irrevocably indemnifies the Principal against any and all losses, damages, claims, costs, charges and expenses suffered or incurred by the Principal arising out of or in connection with the Contract by reason of a default in, breach or failure to perform or observe any of the terms or conditions of the Contract by the Contractor.

5. The Guarantor’s obligations under this deed:

1. are principal obligations, and not ancillary or collateral to any other right or obligation;
2. arise immediately upon execution of this deed by the Guarantor;
3. are not conditional on the entering into by any other person of any other document or agreement which might benefit (directly or indirectly) the Guarantor, or on the satisfaction of any other condition.

6. The liability of the Guarantor under this deed shall not be reduced or discharged by:

1. the grant to any person of any time, concession, waiver, covenant not to sue or other indulgence or release;
2. any arrangement between the Contractor and the Principal;
3. any alteration, variation in or amendment to the Contract;
4. any assignment, novation, assumption or transfer of or other dealing with any of the rights or obligations under the Contract;
5. by any invalidity or unenforceability of the Contract or insolvency, bankruptcy, winding up or reorganisation of the Contractor or any other person.

7. All payments which the Guarantor is required to make under this deed must be made without set-off or counterclaim, condition or deduction.

8. A certificate signed by an authorised representative of the Principal stating the amount payable under this deed is prima facie evidence of that amount.

9. The obligations of the Guarantor under this deed shall continue in full force and effect after expiry or termination of the Contract and despite any settlement of account or other occurrence until all duties, obligations and liabilities of the Contractor in connection with the Contract have been fully discharged.

10. The guarantee and indemnity contained in this deed are separate and independent obligations of the Guarantor and neither limits the generality of the other.

11. The Guarantor represents and warrants:

1. it has full power and authority to enter into and perform its obligations under this deed;
2. it has taken all necessary action to authorise the execution, delivery and performance of this deed;
3. this deed constitutes legal, valid and binding obligations; and
4. each of its representations and warranties in this deed are true, correct and not misleading when made or repeated.

12. The Guarantor's liability to the Principal under this deed shall be no greater than the aggregate liability of the Contractor to the Principal under the Contract.

13. A notice or other communication under this deed must be in writing and delivered by hand or sent by pre-paid post to the address of the Guarantor or the Principal stated on the first page of this deed, or as subsequently notified by the Guarantor or the Principal to the other.

14. This deed shall be governed by and construed in accordance with the laws of the State of Western Australia. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.

**EXECUTED** as a deed poll:

[***Note: Appropriate execution block for the Guarantor to be inserted. A witness signature is required unless execution is in accordance with section 127***]

|  |  |
| --- | --- |
| **Executed** by [**Guarantor**] in accordance with |  |
| Section 127 of the *Corporations Act 2001*: |
|  |
| ............................................................................ | ........................................................................... |
| Director | Director (or Company Secretary) |
|  |  |
|  |  |
| ........................................................................... | ........................................................................... |
| Full name | Full name |
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1. *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* [*here*](https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022)*.* [↑](#footnote-ref-1)